

deploys a new tandem switch or rehomes end offices, the Party initiating such change shall notify all interconnectors (including LERG updates) so that affected Parties may establish proper interconnection arrangements. [open pending resolution of IP]

1.2.3 In order for ITC^DeltaCom to home its NPA/NXX(s) on a BellSouth Tandem, ITC^DeltaCom's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG). To the extent that as of the date hereof, existing arrangements do not comply with this section, the Parties will work cooperatively to transition existing arrangements to comply with this section.

1.2.5 For the purposes of this Attachment, the Interconnection Point is further defined as the physical telecommunications interface between BellSouth and ITC^DeltaCom's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function is to serve as the terminus for the interconnection service. The Interconnection Point has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and ITC^DeltaCom can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. In the establishment of BellSouth's Interconnection Point, if BellSouth chooses to collocate with ITC^DeltaCom, BellSouth will pay ITC^DeltaCom collocation charges at rates no more than the BellSouth collocation rates that BellSouth charges ITC^DeltaCom.

1.2.6 ITC^DeltaCom shall select a Point of Interconnection (POI) for each LATA. ITC^DeltaCom may select more than one POI. Each Party shall its costs to reach the ITC^DeltaCom designated POI. In no event shall ITC^DeltaCom be required to move its existing POIs.

~~A minimum of one Interconnection Point shall be established in each LATA in which ITC^DeltaCom originates, terminates, or exchanges local traffic, or ISP-bound traffic.~~

~~and intraLATA Toll Traffic and interconnects with BellSouth. The location of the initial Interconnection Point shall be established by mutual agreement of the Parties. In selecting the initial Interconnection Point, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Establishment of an initial Interconnection Point will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. If the Parties are not able to reach mutual agreement on an initial Interconnection Point within 30 calendar days of the date of the written request, the dispute will be escalated to the next level of management. The next level of management will meet as often as necessary to resolve the dispute. If, 30 calendar days after the dispute has been escalated, the Parties are still unable to agree to an initial mutual Interconnection Point, each Party will designate the initial Interconnection Point for its originated traffic. The Parties agree that they have, at the time of entering into this agreement, existing Interconnection Points in certain LATAs. As such, the Parties agree that if either Party desires to transition an existing Interconnection Point or Points, the transition of the first Interconnection Point in a LATA will be pursuant to this Section 1.2.6. The transition of a subsequent Interconnection Point or Points in a LATA shall be pursuant to Section 1.2.6.1 below. Notwithstanding the above, no more than eight Interconnection Points regionwide shall be transitioned within the first twelve months of the effective date of this agreement and no more than sixteen Interconnection Points regionwide shall be transitioned over a period of twenty four months.~~

**1.2.6.1** ~~Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional Interconnection Points in a LATA, the traffic between ITC^DeltaCom and BellSouth at the proposed additional Interconnection Point must exceed 8.9 million minutes of local, intraLATA or ISP-bound traffic per month for three consecutive months during the busy hour. Additionally, any end office to be designated as an Interconnection Point must be more than 20 miles from an existing Interconnection Point. BellSouth will not designate an Interconnection Point at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available.~~

~~Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such Interconnection Point. If the receiving Party disagrees that the traffic and mileage thresholds set forth herein have been met, then such Party may utilize the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement~~

- 1.2.7** The Parties shall make available to each other one way and two way trunks for the reciprocal exchange of combined local, and ISP-bound and intraLATA toll traffic. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, and ISP-bound Traffic and IntraLATA Toll Traffic the Parties must

~~agree to the location of the IP(s). Consistent with the provisions of Sections 1.2.6 and 1.2.6.1, the Parties shall institute a bill and keep compensation plan effective September 1, 2000 under which neither Party will charge the other Party recurring and nonrecurring charges associated with local interconnection trunks and facilities for the exchange of traffic other than Transit Traffic. Both Parties, as appropriate, shall be compensated for the furnishing of local interconnection trunks and facilities for the exchange of Transit Traffic~~

- 1.2.8** Each Party agrees to use its best efforts and act in good faith to adopt reasonable procedures to facilitate the addition of appropriate local interconnection trunks and facilities for the exchange of traffic between each Party's network.

### **1.3 Methods of Interconnection**

Each Party at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the Interconnection Point:

- a) a Fiber-Meet as set forth in Section 1.3.3 of this Attachment;
  - b) a collocation facility which it maintains at the other Party's Interconnection Point wire center (i.e., physical collocation as set forth in Attachment 4 of this Agreement);
  - c) a collocation facility maintained at the Interconnection Point wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
  - d) Interconnection via purchase of leased facility(ies) as set forth in Section 1.3.2 below.
- 1.3.1** ITC^DeltaCom shall provide written notice to BellSouth to change from one of the interconnection methods specified above to another of the interconnection methods specified above. The parties shall negotiate in good faith the interval for changing the interconnection methods. A mutually acceptable third party contractor can be employed by the Party making the change.

### **1.3.2 Interconnection via Purchase of Facilities**

- 1.3.2.1** ~~In lieu of providing facilities on its side of the Interconnection Point, either Party may purchase Local Channel facilities from the Party's specified Interconnection Point to its designated serving wire center. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as~~

set forth in Exhibit A to this Attachment. ~~The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. The Parties agree that charges for such Local Channel facilities are as set forth in Attachment 11. If a nonrecurring or recurring rate is not identified in Attachment 11 for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services~~

- 1.1.141.3.2.1.1 ~~Additionally, and in lieu of providing facilities on its side of the Interconnection Point, either party may purchase Dedicated Transport Interoffice Facilities from its designated serving wire center to the other Party's first point of switching. As part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the for Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.~~ The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

### 1.3.3Fiber Meet

- 1.3.3.1 If ITC^DeltaCom elects to interconnect with BellSouth pursuant to a Fiber Meet, ITC^DeltaCom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of Telephone Exchange Service traffic pursuant to Section 251 (c)(2) of the Act. The Parties shall work together to determine the specific SONET transmission system. However, ITC^DeltaCom's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The Parties respective equipment and software versions must be compatible with each other and the Data Communications Channel (DCC) must be turned off. BellSouth reserves the right to determine the equipment (and compatibility thereof) that it employs for service.
- 1.3.3.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth central office within the interconnection wire center.



- 1.3.3.3** ITC^DeltaCom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the ITC^DeltaCom central office within the interconnection wire center.
- 1.3.3.4** BellSouth shall designate an Interconnection Point outside the BellSouth central office within the interconnection wire center as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable ITC^DeltaCom to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to ITC^DeltaCom, Interconnection Point to BellSouth).
- 1.3.3.5** ITC^DeltaCom shall deliver and maintain such strands wholly at its own expense. Upon verbal request by ITC^DeltaCom, BellSouth shall allow ITC^DeltaCom access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.3.6** The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system (e.g., software upgrades).
- 1.3.3.7** Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, (ii) the cost to build-out its facilities to such Fiber Meet, and (iii) ITC^DeltaCom can use BellSouth's dark fiber leases as ITC^DeltaCom's portion of the network between the ITC^DeltaCom POP and the Interconnection Point.
- 1.3.3.8** Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. ~~<<customer name>> shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by <<customer name>>.~~ Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff. ~~(i.e. the BellSouth Interstate or Intrastate Access Services Tariff).~~

## 2.0 Jurisdictional Reporting

Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local, and ISP-bound call, and every long distance call delivered to it over the local interconnection trunks, excluding all interLATA traffic and intermediary Transit Traffic. Effective on the first of January, April, July and October of each year, BellSouth and ITC^DeltaCom shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU calculating and reporting shall be as set forth in BellSouth's Standard Percent Local Use Jurisdictional Factors Reporting Platform Guide in Exhibit C. for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall upon mutual agreement of the Parties at the terminating party's option be utilized to determine the appropriate local usage compensation to be paid.

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

Percentage Interstate Usage. Both Party's based on their respective tariffs for combined interstate and intrastate traffic terminated by the other Party over the same facilities, will be required to provide a projected Percentage Interstate Usage ("PIU") to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in the Parties' Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30

days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall upon mutual agreement of the Parties be utilized to determine the appropriate local usage compensation to be paid. Notwithstanding the provisions in Section ??, ??, and ?? above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in ?? below.

In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in ?? below.

#### CCS7 ACCESS ARRANGEMENT SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage-based services. The signals associated with billed minutes that are jurisdictionally interstate, as a percentage of the signals associated with total billed minutes shall be reported as the CCS7 Access SPIU. Where the customer is a "Third Party Provider" of CCS7 services then the SPIU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPIU in this manner shall inform BellSouth of the methodology used to determine the signals associated with billed minutes that jurisdictionally

interstate and the methodology used to determine the signals associated with total billed minutes.

#### CCS7 ACCESS ARRANGEMENT SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage-based services and Local Interconnection services. The signals associated with billed minutes that are jurisdictionally local, as a percentage of the signals associated with total intrastate billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPLU in this manner shall inform BellSouth of the methodology used to determine the signals associated with billed minutes that jurisdictionally interstate and the methodology used to determine the signals associated with total billed minutes.

## **2.1 Audits**

On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ITC^DeltaCom shall retain records of call detail for a minimum of nine months from which a PLU, ~~PLF, and/or PIU~~ can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU, ~~PLF, and/or PIU~~ shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. ~~If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.~~ In the states of Alabama if, as a result of an audit, either Party is found to have intentionally overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit. In the state of Georgia, if as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

### 3.0 Methods of Interconnection

#### 3.1 Scope of Traffic

This Section prescribes parameters for trunk groups to be effected over the interconnections specified in this Attachment 3 hereof for the transmission and routing of Telephone Exchange Service Traffic, IntraLATA Toll Traffic and Exchange Access Traffic. The Parties agree for the purpose of this Attachment that Local Interconnection is as defined in Part BA of the General Terms and Conditions of this Agreement.

#### 3.2.2 Interconnection Trunking and Routing

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. <<customer name>> shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party. Both Parties will use the Trunk Group Service Request to request changes in trunking. Both Parties will use the ASR to order trunks.

#### 3.2.1 BellSouth Access Tandem Interconnection

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures.

- 3.2.1 Trunking Options. Each of the following trunking arrangements shall be available to either Party, Unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such trunking arrangement is not technically feasible, BellSouth shall provide interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following at ITC^DeltaCom's option. BellSouth and ITC^DeltaCom shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following conditions. For conditions. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG. ITC^DeltaCom may choose which of the following trunking arrangements to utilize, except for the use of the Two-

Way Trunking Configuration/Architecture as set forth in Section 3.2.1.2 below, which must be mutually agreed to by the Parties.

**3.2.1.1 One-Way Trunking Configuration (Architecture)** In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for ITC^DeltaCom-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for ITC^DeltaCom end-users. A two-way trunk group provides Intratandem Access for ITC^DeltaCom's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ITC^DeltaCom and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ITC^DeltaCom desires to exchange traffic. This trunk group also carries ITC^DeltaCom originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to ITC^DeltaCom. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff or the Bona Fide Request/New Business Request process set out in General Terms and Conditions and Attachment 9 if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit D. —

**3.2.1.2 Two-Way Trunking Configuration (Architecture).** Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. ITC^DeltaCom shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party. Upon agreement of the Parties as set forth above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between ITC^DeltaCom and BellSouth. In addition, a separate two-way transit trunk group must be established for ITC^DeltaCom's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ITC^DeltaCom and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ITC^DeltaCom desires to exchange traffic. This trunk group also carries ITC^DeltaCom originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ITC^DeltaCom. However, where ITC^DeltaCom is

responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff or the Bona Fide Request/New Business Request process set out in General Terms and Conditions and Attachment 9 if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

**3.2.1.3 SuperGroup Trunking Configuration (Architecture).** . In the supergroup architecture, the Parties' Local Traffic and ITC^DeltaCom's Transit Traffic are exchanged on a single two-way trunk group between ITC^DeltaCom and BellSouth to provide Intratandem Access to ITC^DeltaCom. This trunk group carries Transit Traffic between ITC^DeltaCom and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ITC^DeltaCom desires to exchange traffic. This trunk group also carries ITC^DeltaCom originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ITC^DeltaCom. However, where ITC^DeltaCom is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

**3.2.1.4 Basic Trunking Configuration (Architecture)** In the basic architecture, ITC^DeltaCom's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between ITC^DeltaCom and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between ITC^DeltaCom and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ITC^DeltaCom desires to exchange traffic. This trunk group also carries ITC^DeltaCom originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to ITC^DeltaCom. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff or the Bona Fide Request/New Business Request process set out in General Terms and Conditions and Attachment 9 if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

### **3.2.2 BellSouth Two-Way Trunking Rules**



~~3.2.2.1 ITC^DeltaCom will initiate 2-way trunk request, and BellSouth will concur. However, 2-way trunks will be jointly provisioned.~~

~~3.2.2.2 The Interconnection Point will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Interconnection Point, each company will establish its own Interconnection Point and order 1-way trunks.~~

~~3.2.2.3 BellSouth and ITC^DeltaCom will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.~~

~~3.2.2.4 ITC^DeltaCom will order trunks using ASR process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and ITC^DeltaCom.~~

~~3.2.2.5 BellSouth and ITC^DeltaCom must agree on Standard Traffic Engineering parameters that will be used in the engineering of the trunk groups.~~

~~3.2.2.6 BellSouth and ITC^DeltaCom must agree to meet and resolve service-affecting situations in a timely manner.~~

~~3.2.2.7 Establishing a 2-way trunk group does not preclude BellSouth or ITC^DeltaCom from adding 1-way trunk groups within the same Local Calling Area.~~

~~3.2.2.8 For technical reasons, 2-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.~~

~~3.2.2.9 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Interconnection Point, and ITC^DeltaCom will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Interconnection Point.~~

3.2.3 Any ITC^DeltaCom interconnection request that deviates from the standard trunking configurations as described in this Agreement ~~section or the BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide~~ and that affects traffic delivered to ITC^DeltaCom from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require ITC^DeltaCom to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions and in Attachment 9.

3.2.4 ~~Except as otherwise provided in 1.2.7, a~~ All terms and conditions, as well as charges, both non-recurring and recurring, associated with local interconnecting trunk groups between BellSouth and ITC^DeltaCom ~~not are addressed in Exhibit B. For any charge not addressed in Exhibit B, the rates, terms, and conditions for such service shall be as set forth in the appropriate BellSouth Party's Commission filed and approved interstate or~~



intrastate tariff. Attachment 11 shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. ITC^DeltaCom shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. ITC^DeltaCom shall be responsible for ordering and paying for any two way trunks carrying transit traffic except for super group trunking configurations which will be bill and keep.

**3.2.5** The Parties shall utilize direct end office trunking under the following conditions:

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

(2) Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between a ITC^DeltaCom switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a ITC^DeltaCom switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between ITC^DeltaCom's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

**3.2.6** Switched Access traffic will be delivered to and by IXC's based on ITC^DeltaCom's NXX Access Tandem homing arrangement as specified by ITC^DeltaCom in the national Local Exchange Routing Guide (LERG).

**3.2.7** All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

**3.3. Multiple Tandem Access.**

**3.3.1** Multiple Tandem Access (MTA) provides for LATA wide transport and termination of local, and ISP-bound, and intraLATA toll traffic of a Party by establishing interconnection trunk group(s) at the transporting and terminating Party's access tandem with routing through multiple access tandems of the transporting and terminating Party as required. However, the Party originating such traffic must establish interconnection trunk group(s) at

all access tandems of the transporting and terminating Party where the originating Party's NXXs are "homed". If the originating Party does not have NXXs homed at an access tandem of the transporting and terminating Party within a LATA and elects not to establish an interconnection trunk group(s) at such access tandem, the originating Party may order MTA in each access tandem of the transporting and terminating Party within the LATA where it does have interconnection trunk group(s) and the transporting and terminating Party will terminate traffic to end-users served through those access tandems where the originating Party does not have an Interconnection Point. MTA shall be provisioned in accordance with the transporting and terminating Party's Ordering Guidelines.

**3.3.2** <<customer name>> may also utilize MTA to route its originated Transit Traffic; however, MTA does not include switched access traffic that transits the transporting and terminating Party's network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on the originating Party's NXX Access Tandem homing arrangement as specified by the originating Party in the national Local Exchange Routing Guide (LERG).

**3.3.2** ~~For local, and ISP-bound, and intraLATA toll traffic~~ originated by one Party that the other Party transports but is destined for termination by a third Party network (transit traffic), MTA is required if multiple access tandems are necessary to deliver the call to the third party network..

**3.3.4** ~~With MTA, for the delivery of a Party's local, and ISP bound traffic, and intraLATA toll traffic, such Party will be assessed charges as specified in Attachment 11 to this Agreement for the additional transport and tandem switching on an elemental basis in addition to the reciprocal compensation rate to which the Parties have agreed in Section 6.1.2. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate in good faith appropriate rates, terms and conditions for MTA. Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.~~

**3.3.5** ~~To the extent a Party ITC^DeltaCom does not purchase MTA in a calling area LATA served by that has multiple access tandems serving the calling area as defined by the other Party, ITC^DeltaCom such must establish an interconnection trunk group(s) to every BellSouth access tandem in the calling area LATA to serve the entire in order to serve the entire calling area LATA. To the extent a Party ITC^DeltaCom routes its traffic in such a way that utilizes BellSouth's does not purchase MTA service without properly ordering MTA, ITC^DeltaCom shall pay BellSouth the associated MTA charges and provides intraLATA toll service to its customers, it may be necessary for it to establish interconnection trunk group(s) to additional~~

~~access tandems of the transporting and terminating Party that serve end offices outside the local calling area.~~

**3.4 Local Tandem Interconnection.** This interconnection arrangement allows ITC^DeltaCom to establish interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of ITC^DeltaCom-originated local traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established interconnection trunk group(s) at those BellSouth local tandems.

**3.4.1** When a specified local calling area is served by more than one BellSouth local tandem, ITC^DeltaCom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ITC^DeltaCom may choose to establish interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. ITC^DeltaCom may deliver local traffic, ISP-bound Traffic, and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where ITC^DeltaCom does not choose to establish a interconnection trunk group(s). It is ITC^DeltaCom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to ITC^DeltaCom's codes. Likewise, ITC^DeltaCom shall obtain its routing information from the LERG.

**3.4.2** Notwithstanding establishing interconnection trunk group(s) to BellSouth's local tandems, ITC^DeltaCom must also establish interconnection trunk group(s) to BellSouth access tandems within the LATA on which ITC^DeltaCom has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

**3.4.3** BellSouth's provisioning of local tandem interconnection assumes that ITC^DeltaCom has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

**3.5** Direct connection to an End Office shall provide the Party requesting Interconnection with access to all valid NXX codes served by that End Office. Direct end office trunking may not be unreasonably withheld. Trunking can be established to tandems or end offices or a combination as mutually agreed.

- 3.6 ~~If a pre-existing trunk group is unable to support additional traffic loads, or consistent with standard trunk engineering practices, is reasonably forecasted as specified in accordance with Section 4.4 to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision additional trunks to expand the capacity of such pre-existing trunk group (within the timeframes specified in Attachments 6 and 10 to the Agreement).~~

1.1.15.1.1

~~3.7 ITC^DeltaCom may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group B or D Switched Access services which ITC^DeltaCom may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall ITC^DeltaCom be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG B or FG D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates. However, Switched Access Traffic will not be represented as Local Traffic.~~

**3.7 Toll Free Traffic**

- 3.7.1 If ITC^DeltaCom chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all ITC^DeltaCom originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 3.7.2 ITC^DeltaCom may choose to perform its own Toll Free database queries from its switch. In such cases, ITC^DeltaCom will determine the nature (local/~~intra~~LATA/~~inter~~LATA) of the Toll Free call (local/~~Intra~~LATA/~~Inter~~LATA) based on the response from the database. If the call is a BellSouth local ~~or intra~~LATA Toll Free call, ITC^DeltaCom will route the post-query local ~~or Intra~~LATA converted ten-digit local number to BellSouth over the local ~~or intra~~LATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local ~~or intra~~LATA Toll Free call, < ITC^DeltaCom will route the post-query local ~~or intra~~LATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and ITC^DeltaCom shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an ~~inter~~LATA Toll Free call, ITC^DeltaCom will route the post-query ~~inter~~LATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not

directly connected to ITC^DeltaCom's network but that are connected to BellSouth's access tandem.

- 3.7.3 All post-query Toll Free calls for which ITC^DeltaCom performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

#### **4.0 Network Design and Management for Interconnection**

- 4.1 Network Management and Changes. BellSouth shall work cooperatively with ITC^DeltaCom to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its Local Exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 Interconnection-Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 4.3 Network Management Controls. Both Parties shall work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

#### **4.4 Forecasting Requirements**

- 4.4.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for

BellSouth to provide as accurate reciprocal trunking forecasts as possible to ITC^DeltaCom, ITC^DeltaCom must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ITC^DeltaCom refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

**4.4.2** Both Parties shall meet every six (6) months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions - Part A of the Agreement.

**4.4.3** The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the Parties could be a face-to-face meeting, video conference or audio conference. It could be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof, should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by ~~724824~~ [agreed to by parties] trunks or ten percent (10%), whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations where the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as described in the General Terms and Conditions Part A of the Agreement.

## **1.2 Trunk Utilization Under a Non-Binding Forecast**

**1.2.1** BellSouth and ITC^DeltaCom shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the initial installation or subsequent installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Time consistent busy hour utilization is defined as the identical

hour each day during which, over a number of days, the highest average traffic is measured. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

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

1.2.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities. Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and ITC^DeltaCom's equivalent trunking group. In a blocking final situation, the Party with administrative control may issue an ASR to the other Party. Additionally, the ordering Party will contact the Project Manager at the other Party to work through implementation issues.

#### 4.4.4 Binding forecast:

4.4.4.1 In addition to, and not in lieu of, non-binding forecasts, ITC^DeltaCom may at its election provide to BellSouth a binding forecast of the trunks that BellSouth will need to interconnect with ITC^DeltaCom in order to terminate traffic to ITC^DeltaCom. Unless otherwise

agreed, a binding forecast may not be requested for an existing trunk group that is underutilized as defined in this section or for exhausted BellSouth switch locations. ITC^DeltaCom shall provide to BellSouth sufficient justification for the quantity of trunks contained within the binding forecast. The due date contained in the binding forecast shall be no less than three months from the date of the binding forecast. Once the binding forecast is submitted to BellSouth, ITC^DeltaCom agrees to make no changes to said forecast.

- 4.4.4.2 BellSouth shall provide the total amount of requested trunks from either tandem or end offices depending on trunk and facilities availability.
- 4.4.4.3 A binding forecast shall not replace the ASR process of ordering trunks and BellSouth shall order the quantity of trunks from ITC^DeltaCom set forth in the binding forecast. BellSouth shall request due dates on the trunk orders to coincide with the due dates specified in the binding forecast, and the Parties shall provision the ordered trunks by the due date.
- 4.4.4.4 To recover the cost associated with assuring that the quantity of trunk port terminations needed to meet the binding forecast are available on the agreed upon due date, ITC^DeltaCom shall pay to BellSouth a non-recurring charge of \$305.00 for the first DS1 trunk port and a non-recurring charge \$152.50 for each additional DS1 trunk port forecasted in a trunk group (i.e. between an A to Z location or BellSouth switch location to an ITC^DeltaCom switch location)
- 4.4.4.5 If, within 180 days of the installation of the trunks, 60 percent of the capacity of the trunks is not being utilized, ITC^DeltaCom will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs for the percentage of the trunks' capacity that is not being utilized.
- 4.4.4.6 If, within 360 days of the installation of the trunks, 85 percent of the capacity of the trunks is not being utilized, ITC^DeltaCom will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs for the percentage of the trunks' capacity that is not being utilized.
- 4.4.4.7 If, within 405 days of the installation of the trunks, the trunks are not being utilized to 85 percent of the capacity of the trunks, the excess trunks may be disconnected by BellSouth.
- 4.4.4.8 Utilization on BellSouth reciprocal interconnection trunk groups associated with a binding forecast shall be measured monthly and shall be measured at the time consistent busy hour. The charges as a result of under-utilization as described in the preceding section shall apply monthly.
- 4.4.4.9 ~~Except in the instance of underutilization by ITC^DeltaCom in Section 4.4.4.5, neither Party shall charge the other for nonrecurring trunk and recurring, if applicable, trunk charges associated with a binding forecast.~~



~~4.4.4.104.4.4.10~~ —Where BellSouth installs additional facilities on an interconnection trunk group associated with a binding forecast, ITC^DeltaCom will not be subject to underutilization penalties as set for in this Section 4.4.4.

#### 4.4.5

4.5 Common Channel Signaling. Both Parties shall provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), calling party number ("CPN"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with the other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Where available, network signaling information such as Carrier Identification Parameter (CCS platform), at the standard tariff rates, and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel Associated signaling will be provided. Such MF arrangements will require a separate trunk group between ITC^DeltaCom's switch and one specified BellSouth switch. ITC^DeltaCom shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.

4.5.1 Where the interconnection is via B-link connections, charges for the SS7 interconnection elements (including port charge, SS7 Network Usage, and the SS7 link) shall be bill and keep. ~~are as follows: 1) Port Charge — BellSouth will not bill an STP port charge nor will BellSouth agree to pay a port charge; 2) SS7 Network Usage — BellSouth will bill SS7 Network Usage and will agree to pay usage billed by ITC^DeltaCom (to the extent that a flat rate surrogate charge is billed by ITC^DeltaCom, it will not exceed BellSouth's charge); 3) SS7 Link — BellSouth will bill for only two links of each quad ordered. Application of these charges in this manner reflects the reciprocal use of the two parties signaling networks.~~

#### 4.5.2

4.5.3 Where the interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge—BellSouth will bill an STP port charge and does not agree to pay a termination charge at ITC^DeltaCom's end office; 2) SS7 Network

Usage- BellSouth will bill for usage on its SS7 network and will not agree to pay for any usage billed by ITC^DeltaCom; 3) Link- BellSouth will bill full charges for each link in the A link pair and will not agree to pay ITC^DeltaCom for any portion of those links

**4.5.4** Call Information. BellSouth and ITC^DeltaCom will send and receive 10 digits for local traffic. BellSouth and ITC^DeltaCom shall exchange the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

**4.5.5** Each Party is responsible for requesting Interconnection to the other Party's CCS network, where SS7 signaling on the trunk group(s) is desired. The Parties shall establish Interconnection at the STP.

**4.5.6** Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

**4.5.7** All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (e.g., performs the database query) shall be delivered by ITC^DeltaCom using GR-394 format over the transit trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event ITC^DeltaCom becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.

**4.5.8** All originating Toll Free Service calls for which ITC^DeltaCom performs the SSP function, if delivered to BellSouth, shall be delivered by ITC^DeltaCom using GR-394 format over the transit trunk group for calls destined to IXCs, or shall be delivered by ITC^DeltaCom using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.

## **5.0 Parity**

Interconnection shall be equal in quality to that provided by the Parties to themselves or to any subsidiary, affiliate, or other party. Equal in quality means that interconnection facilities shall meet the same technical criteria and service standards that are used within

the Parties' own networks, such as probability of blocking in peak hours and transmission standards.

- 5.1 The Parties shall provide Interconnection (i) in accordance with the requirements of this Attachment 3, (ii) in conformance with the Performance Standards listed in Attachment 10, and (iii) as required by the applicable state Commission and the FCC.

## 5.2 Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, ITC^DeltaCom local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

## 6.0 Interconnection Compensation

### ~~6.16.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic, and IntraLATA Toll Traffic~~

### ~~6.2 Local Traffic is defined as any telephone call that originates and terminates in the same Local Access and Transport Area ("LATA") as that term is defined in 47 U.S. C. 153 (25) of the Communications Act of 1934, as amended~~

~~Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.~~

~~ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service ("EAS") exchange as defined and specified in Section A3 of BellSout's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.~~

~~Notwithstanding the definitions of Local Traffic and ISP-bound traffic is defined as calls to an internet service provider pursuant to above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand").; BellSouth and DeltaCom agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or DeltaCom that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and DeltaCom further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or DeltaCom that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.~~

For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set for the BellSouth's Access Services Tariffs as filed and in effect with the FCC or state commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

6.1.3 The Parties agree that charges for Local Traffic shall be the elemental rates set forth in Exhibit B to this Attachment.

6.1.16.1.4 All Local and ISP-bound Traffic that is exchanged pursuant to this Agreement shall be compensated, subject to the growth caps set forth in Section 6.1.4.3, as follows: set forth in Exhibit A. ISP-bound Traffic that is exchanged pursuant to this Agreement shall be compensated, subject to the growth caps set forth in the FCC's ISP Order on Remand, as set forth below and in Exhibit B:

6.1.1.1 Commencing on January 1, 2003 and continuing until June 13, 2003, \$.001 per minute of use

6.1.1.2 Commencing on June 14, 2003 and continuing until December 31, 2003 the expiration of this Agreement, \$.0007 per minute of use

Commencing on June 14, 2003 and continuing until December 31, 2003 the expiration of this Agreement, \$.0007 per minute of use

6.1.1.3 For ISP-bound Traffic exchanged during the year 2002~~3~~, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand.

6.1.4.1.3 For ISP-bound Traffic exchanged during the year 2003, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand.

6.1.26.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic and to Multiple Tandem Access. The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic and to Multiple Tandem Access

6.1.36.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call. Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

Local Traffic is defined as any telephone call that originates and terminates in the same Local Access and Transport Area ("LATA") as that term is defined in 47 U.S.C. § 153(25) of the Communications Act of 1934, as amended.

6.1.2 Subject to the Parties' agreement to the terms of Sections 1.2 through 1.2.8, 1.3.2, 3.3.3, and 6.1 through 6.1.9, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

1/1/01	12/31/01	\$ .00175 per MOU
1/1/02	12/31/02	\$ .00150 per MOU

The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full term of this Agreement and that the Parties would not have mutually agreed to accept a single annual rate in any single year.

6.1.3 The Parties have been unable to agree upon whether dial-up calls to Internet Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party to an ISP server located in the LATA (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP-bound traffic at the same per-minute-of-use rates set forth in Paragraph 6.1.2. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established in consideration for: (1) the waiver and release by each Party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the Parties prior to January 1, 2001, which is hereby given; and (2) the terms and conditions in Sections 1.2 through 1.2.8, 1.3.2, 3.3.3, and 6.1 through 6.1.9.

6.1.4 The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in Section 6.1.3 shall continue at the rates set forth in Section 6.1.2 through December 31, 2002 without regard to such Subsequent Decisions.

6.1.5 ITC^DeltaCom hereby waives its rights under this Agreement as well as under Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions from any other approved interconnection agreement executed by BellSouth as they relate to: (a) Local Interconnection arrangements described in Section 1 of Attachment 3 to this Agreement; (b) Multiple Tandem Access described in Section 3 of Attachment 3 to this Agreement; and (c) Interconnection Compensation

described in Section 6 of Attachment 3 to this Agreement. Accordingly, during the term of this Agreement, ITC^DeltaCom agrees that it will not seek to elect such rates, terms, or conditions from another interconnection agreement, regardless of when that interconnection agreement was entered into by BellSouth and regardless of when ITC^DeltaCom became aware of the existence of such agreement. Nothing herein shall be construed as a waiver of ITC^DeltaCom's rights to elect any rates, terms, and conditions to take effect after December 31, 2002.

6.1.6 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in Section 6.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in Section 6.1.3 are intended to allow each Party to recover costs associated with such traffic. The Parties agree to act in good faith in seeking compensation under Section 6.1.2 and Section 6.1.3 of this Agreement and to refrain from taking any action, whether directly or indirectly, for the primary purpose of generating compensation from the other Party. For example, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed by an end-user customer, or placed on behalf of an end-user customer, to establish or maintain a network connection if: (1) such call is not recognized by industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end-user customer does not control the dialed number destination and content of that call; and (3) the primary purpose of that call is to generate the payment of compensation as a result of establishing or maintaining the network connection.

6.1.7 In Order No. PSC-00-0537-FOF-TP in Docket 990750-TP dated March 15, 2000, the Florida Public Service Commission approved a reciprocal compensation rate of \$.009 per minute of use for inclusion in the interconnection agreement between BellSouth and ITC^DeltaCom. Upon BellSouth's motion for reconsideration, the Florida Commission directed that the Parties mediate their dispute over the appropriate reciprocal compensation rate. In consideration for the resolution of this dispute, BellSouth hereby agrees to prepay compensation to ITC^DeltaCom for the Local Traffic to be transported and terminated to ITC^DeltaCom and the ISP-bound traffic to be handled by ITC^DeltaCom during 2001 and 2002 based upon ITC^DeltaCom's good faith forecast of the amount of such traffic during this period. The compensation that BellSouth will prepay is Twenty Four Million Dollars (\$24,000,000) for 2001 and an amount not to exceed Twenty Four Million Dollars (\$24,000,000) for 2002. Such prepaid compensation is subject to the reconciliation process and the cap set forth in Sections 6.1.7.1, 6.1.7.2, and 6.1.7.3 respectively, and the change-in-control provision set forth in Section 6.1.7.4.

6.1.7.1 The prepayment of compensation pursuant to Section 6.1.7 shall not relieve ITC^DeltaCom of the obligation to render monthly invoices to BellSouth reflecting the total minutes of Local Traffic transported and terminated to ITC^DeltaCom and the minutes of ISP-bound traffic handled by ITC^DeltaCom for which compensation is being sought from BellSouth. Not later than July 30, 2001, the Parties agree to review these invoices to verify the minutes of Local Traffic transported and terminated to ITC^DeltaCom and the minutes of ISP-bound traffic handled by ITC^DeltaCom during

the first six months of 2001. A similar review will be conducted as soon as practicable in December 2001 for the preceding three-month period ("December 2001 Review"). Subsequent reviews will be conducted quarterly in 2002. As part of these reviews, ITC^DeltaCom agrees to provide BellSouth upon request whatever information may be reasonably necessary to verify the minutes of use for which compensation is being sought from BellSouth. If, as a result of these reviews, the Parties determine that ITC^DeltaCom's actual minutes of use for Local Traffic and ISP-bound traffic are below the forecasted amounts for such traffic, ITC^DeltaCom will refund promptly to BellSouth the prepaid compensation attributable to the difference between the actual and forecasted minutes of use. If, as a result of these reviews, the Parties determine that ITC^DeltaCom's actual minutes of use for Local Traffic and ISP-bound traffic exceed the forecasted amounts, BellSouth will pay promptly to ITC^DeltaCom compensation attributable to the difference between the actual and forecasted minutes of use, subject to the cap set forth in Section 6.1.7.3. Any dispute that may arise during this reconciliation process shall be handled pursuant to the dispute resolution procedures under this Agreement.

6.1.7.2 — The specific amount of reciprocal compensation to be prepaid by BellSouth for the Local Traffic to be transported and terminated to ITC^DeltaCom and the ISP-bound traffic to be handled by ITC^DeltaCom during 2002 will be determined as a result of the December 2001 Review. As part of this review, the Parties will calculate the Prepayment Threshold by: (a) calculating the total minutes of use of Local Traffic and ISP-bound traffic originated by BellSouth for which ITC^DeltaCom is seeking compensation during September, October, and November 2001; (b) multiplying these total minutes by the rate of \$.0015 per minute of use; and (c) annualizing the results by applying a factor of four. If the Prepayment Threshold is equal to or exceeds Twenty One Million Six Hundred Thousand Dollars (\$21,600,000), BellSouth will prepay compensation to ITC^DeltaCom for the Local Traffic to be transported and terminated to ITC^DeltaCom and the ISP-bound traffic to be handled by ITC^DeltaCom during 2002 in the amount of Twenty Four Million Dollars (\$24,000,000). If the Prepayment Threshold is less than Twenty One Million Six Hundred Thousand Dollars (\$21,600,000), BellSouth will prepay compensation to ITC^DeltaCom for the Local Traffic to be transported and terminated to ITC^DeltaCom and the ISP-bound traffic to be handled by ITC^DeltaCom during 2002 in the amount of the Prepayment Threshold.

6.1.7.3 — Notwithstanding the prepayment of compensation by BellSouth and notwithstanding any provision in this Agreement to the contrary, BellSouth's total liability for compensation to ITC^DeltaCom for the transport and termination of Local Traffic and for the handling of ISP-bound traffic shall not exceed Twenty Seven Million and Five Hundred Thousand Dollars (\$27,500,000) for 2001 and Twenty Nine Million and Five Hundred Thousand Dollars (\$29,500,000) for 2002. ITC^DeltaCom agrees that once the cap has been met in a particular year that it will not seek to collect compensation from BellSouth, whether directly or indirectly, for the transport and termination of Local Traffic and for the handling of ISP-bound traffic. The Parties agree that no compensation will be due from BellSouth for resold services purchased by ITC^DeltaCom from BellSouth, even if ITC^DeltaCom purchases such services on behalf of or for the use of



another entity, whether or not affiliated with ITC^DeltaCom. Further, the Parties agree that no compensation will be due from ITC^DeltaCom to BellSouth for transport and termination of Local Traffic over resold services.

~~6.1.7.4~~ DeltaCom hereby agrees that it will not dissolve, consolidate, reorganize, merge or sell all or substantially all of its stock or assets without the prior written consent of BellSouth, which consent shall not be unreasonably withheld. In the event BellSouth consents to a dissolution of ITC^DeltaCom, and prior to such dissolution taking effect, ITC^DeltaCom shall reimburse BellSouth all unaccrued amounts of compensation prepaid by BellSouth pursuant to Section 6.1.7 as of the effective date of such dissolution. In the event BellSouth consents to a consolidation, reorganization or merger of ITC^DeltaCom or an acquisition of all or substantially all of the stock or assets of ITC^DeltaCom, BellSouth shall have the option to either continue pursuant to the terms and conditions of this Agreement or elect to be reimbursed by ITC^DeltaCom or its successor interest for all unaccrued amounts of compensation prepaid by BellSouth pursuant to Section 6.1.7 as of the effective date of such consolidation, reorganization, merger, or acquisition. In the event BellSouth elects to exercise its option of reimbursement as a result of consolidation, reorganization, merger or acquisition described herein, this Agreement shall be deemed amended as of the effective date of such consolidation, reorganization, merger, or acquisition to delete Section 6.1.7 in its entirety, such that: (a) the rates set forth in Section 6.1.2 for the transport and termination of Local Traffic and the delivery of ISP-bound traffic shall continue in effect for all applicable minutes of use during the applicable period of time following such consolidation, reorganization, merger, or acquisition; (b) compensation for such minutes of use shall be paid by BellSouth to such successor in interest to this Agreement based upon actual minutes of use during the applicable time period; and (c) the cap set forth in Section 6.1.7.3 shall be eliminated and of no effect. Prior to the effective date of any consolidation, reorganization, merger, or acquisition described herein, ITC^DeltaCom shall take all necessary steps to bind its successor in interest to the terms of this Section.

~~6.1.7.5~~ However, in the event BellSouth does not consent to a ITC^DeltaCom dissolution, consolidation, reorganization, merger or sale of all or substantially all of ITC^DeltaCom's stock or assets, ITC^DeltaCom may refund to BellSouth all unaccrued amounts prepaid to ITC^DeltaCom as described in Section 6.1.7 and proceed with such dissolution, consolidation, reorganization, merger or sale of all or substantially all of ITC^DeltaCom's stock or assets. However, in this event, this Agreement shall be deemed amended as of the effective date of such consolidation, reorganization, merger, or acquisition to delete Section 6.1.7 in its entirety, such that: (a) the rates set forth in Section 6.1.2 for the transport and termination of Local Traffic and the delivery of ISP-bound traffic shall continue in effect for all applicable minutes of use during the applicable period of time following such consolidation, reorganization, merger, or acquisition; (b) compensation for such minutes of use shall be paid by BellSouth to such successor in interest to this Agreement based upon actual minutes of use during the applicable time period; and (c) the cap set forth in Section 6.1.7.3 shall be eliminated and of no effect.



~~6.1.7.6~~ BellSouth may from time to time elect to apply a portion of the prepayment described in this Section against other amounts due from BellSouth to ITC^DeltaCom for services provided by ITC^DeltaCom to BellSouth between the date of this Agreement and December 31, 2002. BellSouth's election as described in this paragraph shall not affect BellSouth's obligation to pay in full all amounts when due for services provided to BellSouth by ITC^DeltaCom, including, without limitation the obligation of payment of reciprocal compensation as provided in this Section 6.1.6 and subject to the terms and conditions set forth therein.

~~6.1.8~~ Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

~~6.1.9~~ Local traffic is defined in Section 6.1.1 as any call that originated and terminates within the same LATA and therefore is subject to reciprocal compensation. All other traffic including transit traffic is subject to switched access charges as defined by the parties' respective tariffs. Notwithstanding the above, any mandated local calling areas shall be subject to reciprocal compensation and not access charges

### **1.3 Compensation for 8XX Traffic**

1.3.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge, as set forth in the Party's Commission or FCC filed and approved intrastate or interstate switched access tariffs. pay the other the appropriate switched access charges (including database query charges) as set forth in the BellSouth each Party's intrastate or interstate switched access tariffs. <<customer name>> will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

1.3.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

1.3.18XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to <<customer name>> requires interconnection from <<customer name>> to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telecordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer name>> shall establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that <<customer name>> desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

1.3.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Database (TFD) to ITC^DeltaCom requires interconnection from ITC^DeltaCom to BellSouth 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. ITC^DeltaCom shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ITC^DeltaCom desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

## **7. Transmission and Routing of Exchange Access Traffic**

The Parties shall jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to ITC^DeltaCom's End Users, and to originate and terminate traffic to/from BellSouth's End Users.

## **8.0 NXX Translations Implementation**

It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

**8.1** Testing and inputting of the translations in the BellSouth databases of ITC^DeltaCom's NXXs' should be the same as BellSouth's own.

**8.2.1** Each Party will translate NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.

**8.3** The Parties will cooperate and implement industry solutions for number conservation, e.g. number pooling.

## **9.0 ~~Meet-Point Billing Arrangements~~ mutual Provision of Switched Access Service**

**9.4** Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in

different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic

9.2 If a Party's the BellSouth the BellSouth end user chooses the other s DeltaCom DeltaCom as their presubscribed interexchange carrier, or if the BellSouth a Party's the BellSouth end user uses the other Party DeltaCom DeltaCom as an interexchange carrier on a 101XXXX basis, BellSouth will charge DeltaCom BellSouth will charge DeltaCom the appropriate BellSouth BellSouth tariff charges for originating switched access services shall apply. At such time as a DeltaCom end user may choose BellSouth as their presubscribed interexchange carrier or at such time as a DeltaCom end user may choose BellSouth as an interexchange carrier on a 101XXXX basis, the Parties will negotiate in good faith the appropriate charges that DeltaCom may charge for originating switched access services.. [BST counterproposal 8/6/02] [[

Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's BellSouth's the Party's Intrastate or Interstate Access Services Tariff, as appropriate.

9.3 When <<customer name>>'s end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer name>> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.

9.4 When <<customer name>>'s end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to <<customer name>>, as the End Office Company, as defined in MECAB,

at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty sixty120(60) (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary

9.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty 120sixty (60) (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

9.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

9.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

9.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

9.9 Either Party agrees not to deliver switched access traffic to the other Parties NetworkBellSouth for termination except over Either Parties ordered switched access trunks and facilities.

#### 9.1 ~~Meet-Point Billing~~

~~When BellSouth and ITC^DeltaCom provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing guidelines to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies~~

~~within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.~~

- ~~9.2 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.~~
- ~~9.3 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.~~
- ~~9.4 Each company agrees to recreate the lost or damaged data within five (5) days of notification by the other or by an authorized third party handling the data.~~
- ~~9.5 Each company also agrees to process the recreated data within five (5) days of receipt at its data processing center.~~
- ~~9.6 All claims should be filed with the other company with 120 days of the receipt of the date of the unbillable usage.~~
- ~~9.7 The Initial Billing Company shall keep records of its billing activities relating to jointly provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.~~
- ~~The billing percentages shall be calculated by the Parties according to one of the methodologies specified for such purposes in the MECAB document and filed by the Parties, if applicable, in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.~~
- ~~9.9 Switched Access Traffic shall be defined in accordance with either Party's Commission approved Access Tariffs.~~

**10.10. Transit Traffic Service**

10. BellSouth shall provide tandem switching and transport services for <<customer name>>'s Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between <<customer name>> and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between <<customer name>> and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth will post notification of meet-point-billing arrangements via web posting.

10.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that <<customer name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <<customer name>>. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, <<customer name>> shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

10.2 Where BellSouth routes its originating local traffic over the Transit trunk group, ITC^DeltaCom shall bill BellSouth 50% of the interoffice channel dedicated transport and local channel dedicated transport as set forth in Exhibit A. Additionally, ITC^DeltaCom shall bill BellSouth for Common Transport and Compensation minutes of use will apply to this traffic as set forth in Exhibit A.

~~10.1 Transit Traffic Service is defined as the tandem switching, transport and delivery by one Party of (1) Local Traffic, IntraLATA Toll Traffic and InterLATA Toll Traffic originated from the other Party and terminating to a third party carrier, and (2) Local Traffic, IntraLATA Toll Traffic and InterLATA Toll Traffic originated from a third party carrier and terminating to the other Party. The Parties shall provide Transit Traffic Service to ITC^DeltaCom in accordance with this Section 10. Rates for Transit Traffic Service for Local Traffic shall be the applicable call transport and termination charges for Local Traffic, as set forth in Attachment 11 to this Agreement. Rates for Transit Traffic~~



~~Service for IntraLATA Toll Traffic and InterLATA Toll Traffic (i.e., Switched Access Traffic) shall be the applicable call transport and termination charges as set forth in the providing Party's Intrastate or Interstate switched access tariff, as filed and effective with the FCC or appropriate State Commission. Billing associated with all Transit Traffic Service shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic from a third Party carrier to ITC^DeltaCom shall not be treated as transit traffic from a routing or billing perspective until the transiting Party and the wireless carrier have the capability to meet point bill properly in accordance with MECAB guidelines. Where ITC^DeltaCom has a direct connection (via a cross connect between collocation spaces in a BellSouth central office or otherwise) to a third party carrier, ITC^DeltaCom and that third party carrier shall not utilize Transit Traffic Service from BellSouth.~~

~~10.2 The delivery of traffic originated by ITC^DeltaCom which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Attachment 11 to this Agreement. ITC^DeltaCom is responsible for establishing any necessary agreements or the placement of any necessary valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing Transit Traffic Service.~~

~~10.3 The Parties shall compensate each other for Transit Traffic Service as follows:~~

~~10.3.1 For Local Traffic and IntraLATA Toll Traffic originating from ITC^DeltaCom that is delivered over the Transit Traffic Service, ITC^DeltaCom will pay to BellSouth the applicable Tandem Switching and/or Interoffice Transport charges set forth in Attachment 11 to the Agreement. Charges for services provided by the Parties to a third party carrier(s) shall be assessed on a meet point basis, consistent with the terms of Section 9 hereof.~~

~~10.3.2 Except as provided in Section 10.3.3 hereafter, transit charges shall be assessed upon the originating carrier, and shall not be imposed on the terminating carrier.~~

~~10.3.3 Transit charges associated with the provision of toll free services (e.g. 800/888/877) shall be imposed upon the terminating carrier and shall not be assessed on the originating carrier.~~

## **11.0 Packet Switched Network Interconnection/Frame Relay**

The Parties agree to interconnect their local data services networks for the exchange of Frame Relay Services ("FRS") traffic.

**11.1** The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states where traffic is being exchanged between ITC^DeltaCom and BellSouth Frame Relay Switches in the same LATA.

- 11.1.1** The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA. All POIs shall be within the same Frame Relay Network Serving Area as defined in Section A40 of BellSouth's General Subscriber Services Tariff.
- 11.1.2** Upon the request of either Party, such interconnection will be established where BellSouth and ITC^DeltaCom have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 11.1.3** The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.
- 11.1.4** The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use ("PLCU") factor PLCU, determined as follows:
- (i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
  - (ii) If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA.
  - (iii) The PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.
  - (iv) If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 11.1.5** BellSouth will provide the Frame Relay Trunk(s) between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows- BellSouth will invoice, and ITC^DeltaCom will pay, the total non-recurring and recurring charges for the trunk facility. ITC^DeltaCom will then invoice, and BellSouth will pay, an amount calculated by



multiplying the BellSouth billed charges for the trunk facility by one-half of ITC^DeltaCom's PLCU.

**11.1.16** Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to 11.1.5 above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, ITC^DeltaCom may select a month-to-month or term rate structure for the NNI ports BellSouth provides to ITC^DeltaCom. Whatever rate structure ITC^DeltaCom selects shall be deemed to be the same rate structure that applies to the NNI port ITC^DeltaCom provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the ITC^DeltaCom PLCU at the time of termination.

**11.1.7** Compensation for the NNI ports shall be calculated as follows:

**11.1.7.1** For NNI ports provided by BellSouth to ITC^DeltaCom, BellSouth will invoice, and ITC^DeltaCom will pay, the total nonrecurring and recurring charges for the NNI port. ITC^DeltaCom will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by one-half of ITC^DeltaCom's PLCU.

**11.1.7.2** For NNI ports provided by ITC^DeltaCom to BellSouth, ITC^DeltaCom will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and ITC^DeltaCom will pay, an amount determined as follows: ITC^DeltaCom's combined interLATA and local usage will be calculated by subtracting one-half of ITC^DeltaCom's PLCU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by ITC^DeltaCom for the NNI port. BellSouth will then invoice, and ITC^DeltaCom will pay, this amount to BellSouth.

**11.1.8** A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

- 11.1.9** For the PVC between the ITC^DeltaCom and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth FCC Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:
- 11.1.10** For PVCs between the BellSouth Frame Relay switch and the ITC^DeltaCom Frame Relay switch, BellSouth will invoice, and ITC^DeltaCom will pay, the total nonrecurring and recurring DLCI and CIR charges. If the VC is a Local VC, ITC^DeltaCom will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to ITC^DeltaCom for the PVC.
- 11.1.11** Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.
- 11.1.12** Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.
- 11.1.13** Until such time as BellSouth obtains authority to provide in-region, interLATA service, ITC^DeltaCom will identify and report its PLCU to BellSouth on a quarterly basis.
- 11.1.14** Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No. 1 Tariff.
- 11.1.15** If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of Section 11.1.5, 11.1.7, 11.1.8-11.1.10, and 11.1.13 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in this agreement.
- 11.1.16** If during the term of this Agreement, BellSouth makes available, to an affiliate or any other telecommunications carrier, Frame Relay interconnection on rates, terms and conditions different than those provided for in this Section 11, then ITC^DeltaCom shall be entitled, at its option, to

replace any part of this Section 11 with such rates, terms, and conditions.

**Attachment 4**

**Physical Collocation**

**DRAFT 1-16-03**

**BELLSOUTH****PHYSICAL COLLOCATION****1.Scope of Attachment**

1.The rates, terms, and conditions contained within this Attachment shall only apply when ITC^DeltaCom is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. BellSouth agrees that these same rates, terms and conditions contained herein shall apply where BellSouth is collocated in ITC^DeltaCom space.

2.Right to Occupy. BellSouth shall offer to ITC^DeltaCom collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow ITC^DeltaCom to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by ITC^DeltaCom and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

2.1.1Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

2.1.1.1In all states other than Florida, the size specified by ITC^DeltaCom may contemplate a request for space sufficient to accommodate ITC^DeltaCom's growth within a two-year period.

2.1.1.2In the state of Florida, the size specified by ITC^DeltaCom may contemplate a request for space sufficient to accommodate ITC^DeltaCom's growth within an eighteen (18) month period.

2.2Space Allocation. BellSouth shall attempt to accommodate ITC^DeltaCom's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase ITC^DeltaCom's cost or materially delay ITC^DeltaCom's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service ITC^DeltaCom wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied

space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.

**2.3 Space Reclamation.** In the event of space exhaust within a Central Office Premises,

BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. ITC^DeltaCom will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.

**3. Use of Space.** ITC^DeltaCom shall use the Collocation Space for the purposes of installing, maintaining and operating ITC^DeltaCom's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

**4. Rates and Charges.** ITC^DeltaCom agrees to pay the rates and charges identified in Exhibit C attached hereto.

**5. Due Dates.** If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.

**1.8** The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

**2. Space Availability Report**

**6. Space Availability Report.** Upon request from ITC^DeltaCom, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.

**6.1.1** The request from ITC^DeltaCom for a Space Availability Report must be written and must include the Premises street address, identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.

7.

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

8.

### 3. Collocation Options

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

10. Caged. At ITC^DeltaCom's expense, ITC^DeltaCom may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, ITC^DeltaCom, if certified as a BellSouth Certified Supplier, and ITC^DeltaCom's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ITC^DeltaCom and provide, at ITC^DeltaCom's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. ITC^DeltaCom's BellSouth Certified Supplier shall bill ITC^DeltaCom directly for all work performed for ITC^DeltaCom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ITC^DeltaCom's BellSouth Certified Supplier. ITC^DeltaCom must provide the local BellSouth building contact



with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ITC^DeltaCom's locked enclosure prior to notifying ITC^DeltaCom. Upon request, BellSouth shall construct the enclosure for ITC^DeltaCom.

- 3.2.1 BellSouth may elect to review ITC^DeltaCom's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to ITC^DeltaCom indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if ITC^DeltaCom has indicated its desire to construct its own enclosure. If ITC^DeltaCom's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review ITC^DeltaCom's plans and specifications, BellSouth reserves the right to inspect the enclosure during and after construction to make sure it is constructed according to the submitted plans and specifications and BellSouth's Specifications, as applicable. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from ITC^DeltaCom. BellSouth shall require ITC^DeltaCom to remove or correct within fifteen (15) calendar days at ITC^DeltaCom's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

**11. Shared Caged Collocation.** ITC^DeltaCom may allow other telecommunications carriers to share ITC^DeltaCom's caged collocation arrangement pursuant to terms and conditions agreed to by ITC^DeltaCom ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. ITC^DeltaCom shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ITC^DeltaCom that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and ITC^DeltaCom.

11.1. ITC^DeltaCom, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide ITC^DeltaCom with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, ITC^DeltaCom shall be the responsible

party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Attachment 11. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

11.1.2 ITC^DeltaCom shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ITC^DeltaCom's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

12. Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by ITC^DeltaCom and in conformance with BellSouth's design and construction Specifications. Further, ITC^DeltaCom shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

12.1.1 Should ITC^DeltaCom elect Adjacent Collocation, ITC^DeltaCom must arrange with a BellSouth Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ITC^DeltaCom and ITC^DeltaCom's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ITC^DeltaCom's BellSouth Certified Supplier shall bill ITC^DeltaCom directly for all work performed for ITC^DeltaCom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ITC^DeltaCom's BellSouth Certified Supplier. ITC^DeltaCom must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ITC^DeltaCom's locked enclosure prior to notifying ITC^DeltaCom.

12.1.2 ITC^DeltaCom must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review ITC^DeltaCom's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth reserves the right to inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to

the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from ITC^DeltaCom. BellSouth shall require ITC^DeltaCom to remove or correct within fifteen (15) calendar days at ITC^DeltaCom's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

12.1.3 ITC^DeltaCom shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ITC^DeltaCom's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier shall be responsible, at ITC^DeltaCom's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

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

13.1.1 Such connections to other carriers may be made using either optical or electrical facilities. ITC^DeltaCom may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ITC^DeltaCom may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ITC^DeltaCom is responsible for ensuring the integrity of the signal.

ITC^DeltaCom shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ITC^DeltaCom -provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In cases where ITC^DeltaCom's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, ITC^DeltaCom will have the option of using ITC^DeltaCom's own technicians to deploy co-carrier cross connects using copper (or ABAM or coaxial as appropriate) or optical facilities between the sets of equipment and construct its own dedicated cable support structure. If BellSouth cable support structure is used cable support charges shall be assessed per linear foot, per cable, of support structure used.

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

3.5.2.1 In Florida, when ITC^DeltaCom submits an application to cross-connect with another collocated carrier in a contiguous collocation space, no Application Fee will apply.

#### **4.Occupancy**

**14.Occupancy.** BellSouth will notify ITC^DeltaCom in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). ITC^DeltaCom will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ITC^DeltaCom that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to ITC^DeltaCom's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If ITC^DeltaCom has met the fifteen (15) calendar day interval(s), billing will begin upon the date of ITC^DeltaCom's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that ITC^DeltaCom fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, the Collocation Space shall be deemed accepted by ITC^DeltaCom. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. ITC^DeltaCom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ITC^DeltaCom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

**14.1 Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, ITC^DeltaCom may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. Either Party may terminate ITC^DeltaCom's right to occupy the Collocation Space in the event either Party fails to comply with any provision of this Agreement. The Parties agree to resolve any disputes regarding either Party's noncompliance through the Dispute Resolution procedures as outlined in Section 11 of the General Terms and Conditions of this Agreement.

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

## **5. Use of Collocation Space**

**14.2 Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). In addition, ITC^DeltaCom may deploy DLC equipment (TR303 compliant) in ITC^DeltaCom's collocation space or in ITC^DeltaCom's network. The primary purpose and function

of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

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

15.

15.1.1 Whenever BellSouth objects to collocation of equipment by ITC^DeltaCom for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not necessary for the purpose of obtaining interconnection or access to unbundled network elements pursuant to FCC 47 C.F.R. 51.323 (b). BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. The applicable standards are set forth in Section 5.1.3. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. Except where otherwise required by state Commission order, if BellSouth denies collocation of ITC^DeltaCom's equipment, citing safety standards, BellSouth must provide to ITC^DeltaCom within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends ITC^DeltaCom's equipment fails to meet.

16.

16.1.1 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

17.

ITC^DeltaCom may request terminations in quantities sufficient to use any transport equipment capacity or when such terminations are necessary in order to utilize specific network designs, products or in order to combine UNE's offered by

BellSouth. In this event, ITC^DeltaCom will place sufficient termination panels within the collocation space to accommodate this request.

<<NOTE: BST has a product called LNE DS3 which does not require transmission equipment just a point of termination within the collocation space. The language provided above would prohibit ITCD from using this BST product which we have today >>

17.1 ITC^DeltaCom shall identify to BellSouth whenever ITC^DeltaCom submits a Method of Procedure ("MOP") adding equipment to ITC^DeltaCom's Collocation Space all entities that have an interest, secured and otherwise, in the equipment in ITC^DeltaCom's Collocation Space. Prior to a Party abandoning a collocation site, the Party vacating the collocation site must provide a list of those entities with a security interest in the equipment contained in the collocation site to the other.

18. ITC^DeltaCom shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

19. ITC^DeltaCom shall place a plaque or other identification affixed to ITC^DeltaCom's equipment necessary to identify ITC^DeltaCom's equipment, including a list of emergency contacts with telephone numbers.

20. Entrance Facilities. ITC^DeltaCom may elect to place ITC^DeltaCom-owned or ITC^DeltaCom-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. ITC^DeltaCom will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. ITC^DeltaCom will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to ITC^DeltaCom's equipment in the Collocation Space. In the event ITC^DeltaCom utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ITC^DeltaCom must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ITC^DeltaCom is responsible for maintenance of the entrance facilities. At ITC^DeltaCom's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

20.1.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment,



BellSouth shall provide ITC^DeltaCom with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ITC^DeltaCom's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

21.

21.1.1 Shared Use. ITC^DeltaCom may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ITC^DeltaCom's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. ITC^DeltaCom must arrange with BellSouth for BellSouth to splice the ITC^DeltaCom provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If ITC^DeltaCom desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.

22.

23. Demarcation Point. BellSouth will designate the point(s) of demarcation between ITC^DeltaCom's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). ITC^DeltaCom shall be responsible for providing, and ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ITC^DeltaCom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

23.1.1 In Tennessee, BellSouth will designate the point(s) of demarcation between

ITC^DeltaCom's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be an ITC^DeltaCom provided Point of Termination Bay (POT Bay) in a common area within the Premises. ITC^DeltaCom shall be responsible for providing, and ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the POT Bay as well as the necessary cabling between ITC^DeltaCom's Collocation Space and the demarcation point. ITC^DeltaCom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6,

following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that ITC^DeltaCom desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

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

**25. BellSouth's Access to Collocation Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to ITC^DeltaCom at least forty-eight (48) hours before access to the Collocation Space is required. ITC^DeltaCom may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ITC^DeltaCom will not bear any of the expense associated with this work.

**26. Access.** Pursuant to Section 11, ITC^DeltaCom shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ITC^DeltaCom agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of ITC^DeltaCom or ITC^DeltaCom's Guest(s) provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ITC^DeltaCom and returned to BellSouth Access Management within 15 calendar days of ITC^DeltaCom's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ITC^DeltaCom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ITC^DeltaCom employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with ITC^DeltaCom or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

**26.1.1** BellSouth will permit one accompanied site visit to ITC^DeltaCom's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to ITC^DeltaCom. ITC^DeltaCom must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the

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

- 32.Should any state or federal regulatory agency impose procedures or intervals applicable to ITC^DeltaCom and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 33.Initial Application. For ITC^DeltaCom or ITC^DeltaCom's Guest(s) initial equipment placement, ITC^DeltaCom shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 34.Subsequent Application. In the event ITC^DeltaCom or ITC^DeltaCom's Guest(s) desires to modify the use of the Collocation Space after a BFFO, ITC^DeltaCom shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ITC^DeltaCom in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 34.1.1Subsequent Application Fee. The application fee paid by ITC^DeltaCom for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. ~~Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required.~~ Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. **ISSUE 2 Open to BellSouth** The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 35.
- 36.Space Preferences. If ITC^DeltaCom has previously requested and received a Space Availability Report for the Premises, ITC^DeltaCom may submit up to three (3)

space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the ITC^DeltaCom's preference(s), ITC^DeltaCom may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

**37.**

**38.Space Availability Notification.**

38.1.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ITC^DeltaCom of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ITC^DeltaCom, or differently configured, ITC^DeltaCom must resubmit its Application to reflect the actual space available.

38.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application Fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ITC^DeltaCom or differently configured, ITC^DeltaCom must amend its Application to reflect the actual space available prior to submitting BFFO.

38.1.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ITC^DeltaCom of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by ITC^DeltaCom or differently configured, ITC^DeltaCom must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

**39.Denial of Application.** If BellSouth notifies ITC^DeltaCom that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ITC^DeltaCom that BellSouth has no available space in the requested Premises, BellSouth will allow ITC^DeltaCom, upon request, to tour the entire

Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

**40. Filing of Petition for Waiver.** Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ITC^DeltaCom to inspect any floor plans or diagrams that BellSouth provides to the Commission.

**41. Waiting List.** On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

**41.1.1** In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

**41.1.2** When space becomes available, ITC^DeltaCom must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If ITC^DeltaCom has originally requested caged collocation space and cageless collocation space becomes available, ITC^DeltaCom may refuse such space and notify BellSouth in writing within that time that ITC^DeltaCom wants to maintain its place on the waiting list without accepting such space. ITC^DeltaCom may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ITC^DeltaCom does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ITC^DeltaCom from the

waiting list. Upon request, BellSouth will advise ITC^DeltaCom as to its position on the list.

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

**43. Application Response.**

6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within fifteen (15) calendar days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

43.1.1 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within fifteen (15) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.

43.1.2 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based upon standardized pricing provided that ITC^DeltaCom has given BellSouth a forecast of ITC^DeltaCom's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by ITC^DeltaCom, the interval for an Application Response will be thirty (30) calendar days.

43.1.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ITC^DeltaCom to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ITC^DeltaCom submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

**44.**

44.1.1 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will



provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

**45.**

45.1.1 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

**46.**

Application Modification

46.1 If a modification or revision is made to any information in the Bona Fide application after placement of a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ITC^DeltaCom or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge ITC^DeltaCom an additional application fee. There will be no fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available). Where the site is an existing collocation site for ITC^DeltaCom and capital expenditure is required by BellSouth, the Subsequent Application Fee as set forth in Exhibit B shall apply. A modification to an application for a new collocation site involving a capital expenditure by BellSouth shall require ITC^DeltaCom to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response. Notwithstanding the above, if any modifications or revisions to the application are made at the request of BellSouth, no additional application fees of any kind will be required.

NOTE: ITCD cannot find where this was ordered by any state Commission. Please produce the Commission ordered rate for this item for each state.

**47. Bona Fide Firm Order.**

47.1.1 ITC^DeltaCom shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ITC^DeltaCom has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating



acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ITC^DeltaCom's Bona Fide application or the application will expire.

47.1.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of ITC^DeltaCom's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## **7. Construction and Provisioning**

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

7.1.1 In Alabama, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned (a record change only is required to show that the space has been assigned to ITC^DeltaCom) space is available within thirty (30) calendar days from receipt of a BFFO or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.2 In Florida, BellSouth will complete construction for physical collocation (caged or cageless) arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ITC^DeltaCom cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.3 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a BFFO for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a BFFO. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and ITC^DeltaCom installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with ITC^DeltaCom or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as

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

7.2 Joint Planning. Joint planning between BellSouth and ITC^DeltaCom will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the BFFO. The Collocation Space completion time period will be provided to ITC^DeltaCom during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walkthrough. ITC^DeltaCom will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ITC^DeltaCom that the collocation space is ready for occupancy (Space Ready Date). In the event that ITC^DeltaCom fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ITC^DeltaCom. BellSouth will correct any deviations to ITC^DeltaCom's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to ITC^DeltaCom prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which ITC^DeltaCom has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to ITC^DeltaCom prior to the Provisioning Interval for those Premises in which ITC^DeltaCom has a physical collocation arrangement with a POT bay provided by ITC^DeltaCom prior to 6/1/99 or a virtual collocation arrangement until ITC^DeltaCom provides BellSouth with the following information:

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

For virtual - a complete layout of ITC^DeltaCom's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be

wired by ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier

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

7.5.1 BellSouth will bill ITC^DeltaCom a nonrecurring charge, as set forth in Exhibit C, each time ITC^DeltaCom requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.

7.6 Use of BellSouth Certified Supplier. ITC^DeltaCom shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ITC^DeltaCom and ITC^DeltaCom's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ITC^DeltaCom must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ITC^DeltaCom with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ITC^DeltaCom's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ITC^DeltaCom upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill ITC^DeltaCom directly for all work performed for ITC^DeltaCom pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying ITC^DeltaCom or any supplier proposed by ITC^DeltaCom. All work performed by or for ITC^DeltaCom shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. ITC^DeltaCom shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ITC^DeltaCom's Collocation Space. Upon request, BellSouth will provide ITC^DeltaCom with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ITC^DeltaCom. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, ITC^DeltaCom may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as

outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ITC^DeltaCom, such information will be provided to ITC^DeltaCom in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to ITC^DeltaCom within 180 calendar days of BellSouth's written denial of ITC^DeltaCom's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ITC^DeltaCom was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then ITC^DeltaCom may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. ITC^DeltaCom must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Attachment 11. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill ITC^DeltaCom an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.

7.10 Cancellation. If, at anytime prior to space acceptance, ITC^DeltaCom cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun.

7.11 Licenses. ITC^DeltaCom, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## 8. Rates and Charges

8.1 Recurring Charges. If ITC^DeltaCom has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ITC^DeltaCom fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.

8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said Application Fee will be due as dictated by ITC^DeltaCom's current billing cycle and is non-refundable.

8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by ITC^DeltaCom. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.

8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. ITC^DeltaCom shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ITC^DeltaCom opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ITC^DeltaCom as prescribed in this Section.

8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the ITC^DeltaCom's BFFO.

8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ITC^DeltaCom shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ITC^DeltaCom shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed

Collocation Space in conventional equipment rack lineups where feasible. In the event ITC^DeltaCom's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ITC^DeltaCom shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.6Power. BellSouth shall make available -48 Volt (-48V) DC power for ITC^DeltaCom's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ITC^DeltaCom's option within the Premises.

8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier. ITC^DeltaCom is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to ITC^DeltaCom's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ITC^DeltaCom must provide BellSouth a copy of the engineering power specification prior to the day on which ITC^DeltaCom's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and ITC^DeltaCom's arrangement area. ITC^DeltaCom shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ITC^DeltaCom's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. ITC^DeltaCom shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.

8.6.2 If ITC^DeltaCom elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ITC^DeltaCom's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At ITC^DeltaCom's option, ITC^DeltaCom may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.



- 8.6.3 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to ITC^DeltaCom's equipment or space enclosure. ITC^DeltaCom shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ITC^DeltaCom's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and ITC^DeltaCom's arrangement area.
- 8.6.4 In Alabama, Louisiana and South Carolina, ITC^DeltaCom has the option to purchase power directly from an electric utility company. Under such an option, ITC^DeltaCom is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or a BellSouth Certified Supplier hired by ITC^DeltaCom. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or ITC^DeltaCom's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by ITC^DeltaCom in provisioning said power will be billed on an ICB basis. BellSouth shall waive any application fee or charges that would otherwise be due if ITC^DeltaCom decides to reconfigure any existing collocation power arrangement so as to purchase power directly from an electric utility.
- 8.6.5 If ITC^DeltaCom requests a reduction in the amount of power that BellSouth is currently providing ITC^DeltaCom must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.6.6 In Alabama or Louisiana, if ITC^DeltaCom is currently served from the BellSouth power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, ITC^DeltaCom must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever ITC^DeltaCom or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are as set

forth in Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ITC^DeltaCom shall pay for such half-hour charges in the event ITC^DeltaCom fails to show up.

**8.8Cable Record charges.** These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of ITC^DeltaCom's BFFO.

**8.9Other.** If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## **9. Insurance**

**7.9.1** ITC^DeltaCom shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

**8.9.2** ITC^DeltaCom shall maintain the following specific coverage:

**9.9.2.1** Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

**10.9.2.2** Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

**11.9.2.3** All Risk Property coverage on a full replacement cost basis insuring all of ITC^DeltaCom's real and personal property situated on or within BellSouth's Central Office location(s).

**12.9.2.4** ITC^DeltaCom may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

**13.9.3** The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to ITC^DeltaCom to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

**14.9.4** All policies purchased by ITC^DeltaCom shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to

BellSouth's Premises and shall remain in effect for the term of this Attachment or until all ITC^DeltaCom's property has been removed from BellSouth's Premises, whichever period is longer. If ITC^DeltaCom fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ITC^DeltaCom.

- 15.9.5 ITC^DeltaCom shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ITC^DeltaCom shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ITC^DeltaCom's insurance company. ITC^DeltaCom shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

- 9.6 ITC^DeltaCom must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If ITC^DeltaCom's net worth exceeds five hundred million dollars (\$500,000,000), ITC^DeltaCom may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. ITC^DeltaCom shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ITC^DeltaCom in the event that self-insurance status is not granted to ITC^DeltaCom. If BellSouth approves ITC^DeltaCom for self-insurance, ITC^DeltaCom shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ITC^DeltaCom's corporate officers. The ability to self-insure shall continue so long as the ITC^DeltaCom meets all of the requirements of this Section. If the ITC^DeltaCom subsequently no longer satisfies this Section, ITC^DeltaCom is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

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

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

**10. Mechanics Liens**

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

**11. Inspections**

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

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, ITC^DeltaCom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ITC^DeltaCom employee hired in the past five (5) years being considered for work on the BellSouth Premises, for the states/counties where the ITC^DeltaCom employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ITC^DeltaCom shall not be required to perform this investigation if an affiliated company of ITC^DeltaCom has performed an investigation of the ITC^DeltaCom employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ITC^DeltaCom has performed a pre-employment statewide investigation of criminal history records of the ITC^DeltaCom employee for the states/counties where the ITC^DeltaCom employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 ITC^DeltaCom will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.5.1 For all other ITC^DeltaCom employees requiring access to a BellSouth Premises pursuant to this Attachment, ITC^DeltaCom shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, ITC^DeltaCom shall promptly remove from BellSouth's Premises any employee of ITC^DeltaCom BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ITC^DeltaCom is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview ITC^DeltaCom's employees, agents or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide 24 hours notice (or such shorter notice as may be agreed to by the Parties as reasonable under the circumstances) to ITC^DeltaCom's Security representative of such interview. ITC^DeltaCom reserves the right to have its Security representative present during the interview. ITC^DeltaCom and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by or involving ITC^DeltaCom's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ITC^DeltaCom for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that ITC^DeltaCom's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ITC^DeltaCom for BellSouth property which is stolen or damaged where an investigation determines the culpability of ITC^DeltaCom's employees, agents, or suppliers and where ITC^DeltaCom agree, in good faith, with the results of such investigation. ITC^DeltaCom shall notify BellSouth in writing immediately in the event that ITC^DeltaCom discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. ITC^DeltaCom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Premises.
- 12.7.1 ITC^DeltaCom reserves the right to interview BellSouth's employees, agents, or suppliers in the event of wrongdoing in or around ITC^DeltaCom's property or involving ITC^DeltaCom's personnel, provided that ITC^DeltaCom shall provide 24 hours notice (or such shorter notice as may be agreed to by the Parties as reasonable under the circumstances) to BellSouth's Security representative of such interview. BellSouth reserves the right to have its Security representative present during the interview. BellSouth and its suppliers shall reasonably cooperate with ITC^DeltaCom's investigation into allegations of wrongdoing or criminal conduct

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

**12.8 Use of Supplies.** Unauthorized use of equipment, supplies, or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

**12.9 Use of Official Lines.** Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

**12.10 Accountability.** Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

### **13. Destruction of Collocation Space**

**16.13.1** In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ITC^DeltaCom's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ITC^DeltaCom's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ITC^DeltaCom, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall, at parity with repairs made to their own space, have a reasonable time

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

#### **14.Eminent Domain**

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

#### **15.Nonexclusivity**

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



19.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ITC^DeltaCom agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ITC^DeltaCom shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ITC^DeltaCom should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ITC^DeltaCom to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ITC^DeltaCom will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ITC^DeltaCom when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ITC^DeltaCom space with proper notification. BellSouth reserves the right to stop any ITC^DeltaCom work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ITC^DeltaCom are owned by ITC^DeltaCom. ITC^DeltaCom will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written

BellSouth approval, no substantial new safety or environmental hazards can be created by ITC^DeltaCom or different hazardous materials used by ITC^DeltaCom at BellSouth Facility. ITC^DeltaCom must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

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

20. When performing functions that fall under the following Environmental categories on BellSouth's Premises, ITC^DeltaCom agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ITC^DeltaCom further agrees to cooperate with BellSouth to ensure that ITC^DeltaCom's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ITC^DeltaCom, its employees, agents and/or subcontractors.

- 2.1 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all application local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	P&SM Manager - Procurement

	regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

### 3.DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

#### **4. ACRONYMS**

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

## THREE MONTH CLEC COLLOCATION FORECAST

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

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB-- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							
*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.											

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

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**ATTACHMENT 5**

**ACCESS TO NUMBERS AND NUMBER PORTABILITY**



## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. ACCESS TO TELEPHONE NUMBERS**

- 1.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 1.2 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines (INC 95-0407-008), as may be amended from time to time, or to establish by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes. The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 1.3 In order to be assigned a Central Office Code, the Parties will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.4 During the term of this Agreement, where a Party is utilizing its own switch, that Party has the responsibility to contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources.
- 1.5 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") with respect to Local Number Portability in order to recognize and route traffic to the other Party's assigned NXX Codes at all times.
- 1.6 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 nondiscriminatory, first come first served basis. The Parties acknowledge that where there is a shortage of telephone numbers in a particular rate center, in such instances, BellSouth may request that ITC^DeltaCom return unused intermediate numbers to BellSouth. ITC^DeltaCom will make a good faith effort to identify

and return any unused numbers to BellSouth. BellSouth shall make all such requests on a nondiscriminatory basis.

- 1.7 ITC^DeltaCom may at its option designate up to 100 intermediate telephone numbers per rate center for ITC^DeltaCom's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.
- 1.8 ITC^DeltaCom reserves its right to assign and port numbers to ITC^DeltaCom facilities based customers.
- 1.9 In the event ITC^DeltaCom ports a number that is associated with a "choke code", upon ITC^DeltaCom's request the Parties shall work to set up routing from the "choke code" calling number to the ported telephone number, as agreed to by the Southeast Region Operations Committee.
- 1.10 End User Line Charge. BellSouth shall bill and ITC^DeltaCom shall pay the end user line charge associated with implementing LNP, when (1) ITC^DeltaCom resells BellSouth's local service; (2) when ITC^DeltaCom purchases switching ports as unbundled network elements under Section 251; and (3) when BellSouth provides query service. Charges for End User Line Charge are as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 1.11 To limit service outage, the Parties will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time, in accordance with rules, regulations, and guidelines adopted by the Commission, the FCC and industry fora. Other changes, when required, to the LNP Reference Guide will be applicable to the Parties upon mutual agreement thereto. The LNP Reference Guide, Issue 3, April, 2001 incorporated herein by reference is accessible via the Internet at the following website: <http://www.interconnection.bellsouth.com>.
- 1.12 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 1.13 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

- 1.14 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 1.15 BellSouth and ITC^DeltaCom will work cooperatively to implement change to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 1.16 ITC^DeltaCom reserves its right to assign and port numbers to ITC^DeltaCom facilities based customers.

## **2.0 LOCAL NUMBER PORTABILITY**

- 2.1 Description of LNP. LNP uses the industry standard LRN that assigns a unique 10-digit number to each Wire Center to the extent technically feasible. To support LNP, LRN data is stored, and LNP is provisioned on Advanced Intelligent Network ("AIN") elements that replace the dialed TLN with the LRN so that LNP calls can be routed to the proper Wire Center for connection to the dialed party. To obtain the LRN data and properly provision LNP services, carriers must be connected to independently operated Regional Number Portability Administration Centers ("NPACs"), which will manage LNP services and provide LNP call routing data to carriers.
- 2.2 Charges. The Parties agree to compensate each other for providing LNP in accordance with pertinent rules, orders and charges adopted or approved by the State Commission, FCC, and effective Tariffs filed in accordance with such State Commission or FCC requirements. Such charges shall be itemized and clearly designated as "LNP charges."
- 2.3 It shall be the responsibility of each Party to disconnect numbers within two (2) hours of request of the other Party or as otherwise ordered by the Commission,
  - 2.3.1 For an LNP Coordinated Cutover Environment (where the loop is being purchased by ITC^DeltaCom as an unbundled Network Element at the time of LNP implementation), BellSouth shall use best efforts to update switch translations, where necessary, within fifteen (15) minutes or as otherwise ordered by the Commission, after receiving the activate message from NPAC.
  - 2.3.2 For an LNP Non-Coordinated Cutover Environment (where the Loop is supplied by ITC^DeltaCom) BellSouth shall use its best efforts to update switch translations where necessary, within fifteen (15) minutes, or as otherwise ordered by the Commission, after receiving the activate message from NPAC.

2.4 Number Portability Through NXX Migration

The Parties agree that any request for transfer of central office codes and thousands block of numbers shall be pursuant to Central Office Code (NXX) Assignment Guidelines (INC-95-0407-008) and Thousands Block Number (NXX-X) Pooling Administration Guidelines (INC-99-0127-023), as may be amended from time to time.

3.0 **OPERATIONAL SUPPORT SYSTEM (OSS) RATES**

3.10 OSS rates are as set forth in Exhibit B.

## **ORDERING AND PROVISIONING**

### **1. Ordering and Provisioning**

1.1 BellSouth shall provide ordering, provisioning, and maintenance services to ITC^DeltaCom that are equal to the ordering and provisioning services BellSouth provides to itself, any affiliates or subsidiaries or any other CLEC as technically feasible and BellSouth shall provide reasonable assistance, both written and verbally to ITC^DeltaCom as necessary for ITC^DeltaCom to understand how to implement and use all of the OSS functions available to it. When BellSouth provides industry training, no charge shall be applied to ITC^DeltaCom. However if BellSouth provides tailored training at ITC^DeltaComs' request, exclusive to ITC^DeltaCom, fees shall be negotiated and agreed upon in advance of course development. BellSouth shall make available one free seat per year for each OSS system (e.g. LENS, TAG, EDI, SOEG, PMAP, ECTA and TAFI) as defined in the Change Control Document. Additional training shall be available at rates specified by BellSouth. BellSouth shall provide ITC^DeltaCom with nondiscriminatory access to its Operations Support Systems ("OSS") as necessary to access pre-ordering information, place orders, provision service, and obtain maintenance and repair, of both Resale Services, Facility and Unbundled Network Elements ("UNEs"). Detailed guidelines for ordering and pre-ordering are set forth in the Ordering Guide for manual ordering and the Local Exchange Ordering Guide for electronic ordering and other documents specific to ordering local service on the BellSouth Interconnection web site. Except where otherwise required by Commission order, where practicable, BellSouth will notify ITC^DeltaCom of changes to ordering and preordering interfaces and business rules via the appropriate BellSouth web site sixty (60) days prior to such changes. In addition, BellSouth shall follow the Guidelines agreed upon in the Change Control process and Performance Measurement Plan (PMAP), also through the account team assigned to ITC^DeltaCom and upon ITC^DeltaCom's request, notices via e-mail shall be provided to the address specified by ITC^DeltaCom.

1.2 Both parties (i) shall implement ordering, provisioning, billing and maintenance changes implemented by the Change Control Process ("CCP") and OBF, as appropriate, unless mutually agreed otherwise. Upon request of ITC^DeltaCom for electronic access to the pre-ordering, ordering/provisioning, maintenance/repair and billing functions; (ii) for pre-ordering and ordering, a -human-to-machine interface known as the Local Exchange Navigation System ("LENS"), and the machine-to-machine interface known as Telecommunications Access Gateway ("TAG"); (iii) facsimile-based and e-mail-based interfaces; (iv)

BellSouth's Trouble Analysis and Facilitation Interface ("TAFI"), T1/M1 machine-to-machine interface, and Electronic Communication Trouble Administration ("ECTA") interface for maintenance and repair; Loop Make-Up (LMU) information, and facility checks electronically in accordance with current releases. BellSouth shall accept and provision electronically Resold services, Advanced Services, UNE, and other facility services at parity to that provided by BellSouth to itself, its Affiliates or any other Telecommunications Carrier.

1.3 BellSouth should administer testing in accordance with its published test process as set forth in BellSouth's guide, CLEC Pre-Ordering/Ordering Interface Testing Practices and Procedures, Version 2.0, Issue date October 24, 2002 on BellSouth's website [http://interconnection.bellsouth.com/clectest\(BRIT\)](http://interconnection.bellsouth.com/clectest(BRIT)) . Test decks should include up to date scripts and provided both new functionality testing as well as regression testing. ITC^DeltaCom should be allowed to select the test venue when multiple choices exist, and create test scripts using its own data and OCN.

1.4 ITC^DeltaCom may utilize BellSouth electronic interfaces for the purpose of establishing and maintaining Resale services, UNEs and future uses as they are made available by BellSouth.

1.5 When utilizing such OSS functions, the Parties shall at all times adhere to all FCC requirements relating to confidentiality of End-Users' Customer Proprietary Network Information ("CPNI") and in accordance with the terms of the Blanket Letter of Authorization provided to each Party.

However, upon BellSouth's receipt of an approved letter of authorization, BellSouth will release all end user data including pending order content to ITC^DeltaCom.

ITC^DeltaCom shall be allowed to cancel, expedite, or as otherwise appropriate direct BellSouth in the manner of handling the customer's request.

1.6 BellSouth and ITC^DeltaCom shall jointly establish interface contingency and disaster recovery plans for the pre-order, ordering, provisioning, repair and maintenance of Resale Services and UNEs.

1.7 The electronic interfaces, either web based or otherwise connected via LAN or dial-up connection, and described herein shall be utilized for, but not limited to, Ordering and/or status of service proposals or requests. Pre-Order address validation, telephone number reservation, Customer Service Record (CSR), orders for service, Firm Order Confirmations ("FOCs"), completion notices, Design Layout Records (DLRs) as applicable, Loop Make-Up (LMU), Loss

Notification, facility check, service jeopardizes, and status of pending, rejected, or clarified requests being components of this agreement.

- 1.8 Industry standards bodies and forums regularly produce updates and new releases to specifications and documentation related to electronic access to OSS functions. Except as otherwise specified in the Agreement, the Parties agree that systems, business rules and ordering guidelines utilized for access to OSS shall be compliant with the most current policies and/or guidelines with industry standards including OBF unless the Parties mutually agree otherwise. The Party's will notify each other via letter (60 days) prior to implementation date of their intent.
- 1.8.1 Neither Party waives its right to participate in, or advocate any position in connection with deliberations of OBF, ATIS-TCIF or other industry standards organizations to establish and conform standards for electronic interfaces for pre-ordering, ordering, provisioning, and maintenance and repair. ITC^DeltaCom and BellSouth shall be individually responsible for evaluating the risk of developing their respective systems in advance of standards and shall support their own system modifications as necessary to comply with new requirements.
- 1.9 In areas where BellSouth does not provide an electronic interface for the pre-order and ordering processes, BellSouth and ITC^DeltaCom shall develop manual work around processes until such time as the transactions can be electronically transmitted. ITC^DeltaCom shall transmit preorder and ordering requests to the Local Carrier Service Center ("LCSC") via facsimile where electronic interfaces are not available or are not functioning. In the event, that LENS, TAG or EDI is unavailable to process electronic orders due to system failures or internal program issues and a manual service order is required then SOMEK should be indicated on the LSR consistent with BellSouth's Business Rules for Local Ordering (BBR-LO) in order to incur electronic service order charges.
- 1.10 BellSouth shall provide ITC^DeltaCom personnel with all relevant manuals or other publications, information concerning ordering codes and field identifiers, and information concerning other business rules or practices necessary to ensure nondiscriminatory access to OSS, including all updates, on a timely basis via an electronic means as mutually agreed by the Parties.



- 1.11 BellSouth shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions.
- 1.12 BellSouth shall provide ITC^DeltaCom with all of the information necessary to format and process its electronic requests so that these requests flow through the interfaces, the transmission links, and into the legacy systems as quickly and efficiently as possible.
- 1.13 BellSouth shall disclose to ITC^DeltaCom any 'business rules,' including information concerning the ordering codes, that BellSouth uses which ITC^DeltaCom needs to place orders through the system efficiently via BellSouth's Interconnection Web Site in downloadable common, spaced value format. Such ordering codes include universal service ordering codes ("USOCs") and field identifiers ("FIDs") used to identify the different services and features used in offering Telecommunications Services to Customers. Throughout the term of this Agreement, the following information will be available on BellSouth's Web Site:
  - 1.13.1 Universal Service Order Code (USOC). Alphanumeric code that is utilized to provision BellSouth products and services;
  - 1.13.2 USOC Description. English description of each USOC Code;  
BellSouth will provide USOC updates 60 days in advance of making services/features available. These will be published in the on-line USOC Manual and noted with an effective date. Appropriate indicators will be provided as mutually agreed. Rate sheets associated with new offerings, and/or coding changes shall be provided to ITC^DeltaCom 60 days in advance of product delivery. (This is required to allow ITC^DeltaCom to file an amendment to the agreement and to allow BellSouth sufficient time to update their rate files. This assures competitive entry into the market place, by allowing parties to enter simultaneous.)
  - 1.13.3 Service Type Indicator. Designates whether the USOC is available at the order level;
  - 1.13.4 Line Indicator. Designates whether the USOC is available at the line level;
  - 1.13.5 Feature Charge Code. Designates whether the USOC is available at the feature level;

- 1.13.5 FIDs. A list of all valid FIDs (File Identifiers) associated with the USOC;
- 1.14 BellSouth shall ensure that its OSS are designed to accommodate both current demand and projected demand of ITC^DeltaCom and other CLECs in the aggregate for access to OSS functions.
- 1.15 For those OSS functions, if any, that have no retail analogue, BellSouth shall provide access to ITC^DeltaCom that offers ITC^DeltaCom a meaningful opportunity to compete. The specific performance measurements for OSS functions are specified in Attachment 10.
- 1.15 BellSouth shall provide access to OSS functions necessary to order both individual UNEs and those combinations of Network Elements as set forth in Attachment 2.
- 1.16 BellSouth OSS functions for ordering, tracking and provisioning shall be able to handle reasonable fluctuations in service orders by competing carriers as well as reasonable fluctuations in service orders by competing carriers as well as reasonably foreseeable general increases in ordering volumes.
- 1.17 The Ordering Guide and the Local Exchange Ordering Guide, and associated training and carrier consultation, shall support both Resale services and UNEs.
- 1.18 BellSouth shall provide ITC^DeltaCom notification of disconnects, updated and delivered once daily, via an electronic process known as Loss Notification.
- 1.19 Where a customer disconnects from ITC^DeltaCom and returns to BellSouth, ITC^DeltaCom shall assess a Disconnect Processing charge as set forth in Exhibit B.

## **2. Change Management**

- 2.1 BellSouth reserves the right to modify or discontinue the use of any OSS interface or version of such interface on the following terms:
  - 2.1.1 With respect to national standard electronic interfaces, upon the release of a new version of such interfaces, BellSouth shall maintain the current national standard version and the previous national standard version.

- 2.1.2 With respect to discontinuation of electronic interfaces, BellSouth shall provide ITC^DeltaCom with 180 days advance notice of such discontinuation consistent with applicable state and FCC requirements.
- 2.1.3 With respect to changes or modifications to electronic interfaces other than as specified in 2.1.1 above, BellSouth shall provide prior notice of such changes and modifications and shall use its best efforts to provide ITC^DeltaCom with 180 days advance notice of such changes or modifications. When necessary, the Parties shall work cooperatively to develop a temporary work around solution and to implement such changes and modifications to the electronic interfaces.
- 2.2 Database Downloads
  - 2.2.1 Product and Service Information Management System ("PSIMS"). BellSouth shall provide ITC^DeltaCom, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.
  - 2.2.2 Directory Listing downloads pursuant to General Terms and Conditions. Electronic download of ITC^DeltaCom's directory listings as sent for publishing will be provided at no charge to ITC^DeltaCom, six weeks prior to directory close for the purpose of verification prior to publishing.

### **3.0 Pre-Ordering Interfaces and Functions**

- 3.1 Definition. Pre-ordering is defined as the exchange of information between ITC^DeltaCom and BellSouth relating to current or proposed products, services or UNEs utilized by End Users. Pre-ordering includes the activities undertaken by ITC^DeltaCom to gather and verify information necessary to formulate an accurate order for End Users. As provided hereafter, pre-ordering functions include, without limitation: telephone number selection; street address validation; services and features availability; due date selection; loop make-up information; pending service order information, directory listings information pursuant to Section 3.4.1 below and Customer Service Record ("CSR") information as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, **Issue 2B-March, 2002**, as amended from time to time, incorporated herein by this reference and is accessible via the Internet at the following:

<http://www.interconnection.bellsouth.com>. BellSouth shall provide OSS to ITC^DeltaCom necessary to access such pre-order functions that is at parity with that provided by BellSouth to itself, its Affiliates, or any other Telecommunications Carrier.

- 3.2 Interfaces - BellSouth will provide to ITC^DeltaCom access to all functions for pre-order which are provided to the 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, i.e. facility checks, will provided in the same timeframes in the same manner as provided to BellSouth retail centers.

- 3.3 BellSouth acknowledges that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available twenty-four (24) hours a day, seven (7) days a week, less reasonable periods required for regular maintenance and scheduled down-time. BellSouth shall use its best efforts to perform maintenance and schedule down-time during evening hours and on weekends, and will post its scheduled down time on its website <http://www.interconnection.bellsouth.com>. Under no circumstance will systems be taken out of service during normal business hours, i.e. 8 AM to 5 PM with out consent from ITC^DeltaCom.

- 3.4 Preordering Functions. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following Pre-ordering functions for Resale Services and UNE's, however the list is not deemed to be all inclusive:

- 3.4.1 Customer Service Record information as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, **Issue 2B-March, 2002**, as amended from time to time, incorporated herein by this reference is accessible via the Internet at the following: <http://www.interconnection.bellsouth.com>. Access is provided through the Local Exchange Navigation System (LENS) interface, EDI and the Telecommunications Access Gateway (TAG) interface. BellSouth agrees to provide accurate customer service record information that is updated on a daily basis. When a customer selects ITC^DeltaCom as its primary local carrier, BellSouth will, within 24 hours after the conversion date, update the customer service record.

- 3.4.2 When an electronic CSR is not available, upon receipt of a customer service record (CSR) request, the Parties shall provide paper copies of the CSR as follows: CSR's of fifty (50) pages or less will be returned via facsimile within eight (8) business hours of receipt of the request. CSR's greater than 50 pages will be sent within twenty-four (24) business hours of receipt of the request by US Mail or overnight, at the requesting Parties's expense. Business hours are as set forth in Center Information accessible via the Internet at the following: <http://www.interconnection.bellsouth.com>. ITC^DeltaCom will provide BellSouth CSR information including circuit numbers associated with each telephone number when applicable.
- 3.4.3 Provide service availability dates as set forth in BellSouth Products and Services Interval Guide, **Issue 5E, September, 2002**, as amended from time to time, incorporated herein by this reference is accessible via the Internet at the following: <http://www.interconnection.bellsouth.com>.
- 3.4.3.1 Provide information regarding the dispatch/installation schedule, if applicable;
- 3.4.4 Provide PIC/LPIC options for intraLATA toll and interLATA toll;
- 3.4.5 Perform address verification; /MSAG/RSAG and CRIS, and reconcile data between address databases.
- 3.4.6 Channel Facility Assignment ("CFA"), Network Channel ("NC"), and Network Channel Interface ("NCI") data. NC and NCI combinations will be clearly defined and posted to BellSouth's website in a timely manner.

#### **4.0 Ordering/Provisioning Interfaces and Functions**

- 4.1 For generation of Resale and UNE service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion ("as is" or "with changes"); Change (features, listings, long distance, etc); New Connect; Disconnect; From and To (change of premises with same service).
- 4.1.1 BellSouth shall accept any requests from ITC^DeltaCom to disconnect the service of an existing ITC^DeltaCom end user. BellSouth will not require end user confirmation prior to disconnection of the end user's service. If ITC^DeltaCom rescinds such disconnect order or issues a reconnect order within 24 hours of submission of the disconnect order, BellSouth shall use its best efforts to reconnect service within 24 hours.

- 4.2 BellSouth shall provide ITC^DeltaCom with a FOC for each Resale and UNE order. As of the date of this Agreement, the FOC includes purchase order number, telephone number, Local Service Request Number, the due date and Service Order number. Any changes to information included in the FOC shall be as determined by the CCP. BellSouth shall provide an FOC as defined in the applicable state ordered performance measure plan.
- 4.2.1 A completions notifier, indicating posting to the appropriate BellSouth billing system and Customer Service Record update, shall be provided to ITC^DeltaCom by July, 2003. The notifier should contain the Purchase Order Number (PON), the date DOS'c, the date posted, the account telephone number, and the BellSouth service order number.
- 4.3 BellSouth shall provision Resale Services and UNEs as prescribed in ITC^DeltaCom's service order requests. Access to status on such electronic orders of Resale services and UNEs shall be provided via the electronic interfaces. Status on manual orders shall be available shall be made available via the same tools used by BellSouth retail.
- 4.4 Order Status shall allow ITC^DeltaCom to check service order status, including any pending orders, facility availability, as well as Due Dates and Customer and Facility Due Date-Jeopardies.
- 4.5 BellSouth shall provide notice of a lack of facilities availability at parity (in terms of means and timing) to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.
- 4.6 **General Ordering/Provisioning Requirements**
- 4.6.1 BellSouth shall provide a single point of contact ("SPOC") for the provisioning of Resale Services (LCSC) and provisioning of UNEs (UNE center) ordered by ITC^DeltaCom. For services and UNEs available electronically, preordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day less reasonable periods for maintenance and scheduled downtime. During provisioning of services to ITC^DeltaCom, support personnel will be available until the migration of the end user is complete. Provisioning services (LCSC and UNE Center) shall be provided during the same business hours that BellSouth provisions services to it's own end users. All other ITC^DeltaCom requests for provision and installation services are considered outside of the

normal hours of operation and may be performed subject to the application of additional charges.

- 4.6.2 BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.
- 4.6.3 BellSouth shall provide the following to ITC^DeltaCom:
  - 4.6.3.1 Circuit Layout Record Card and Design Layout Records ("DLRs") for designed unbundled Network Elements;
  - 4.6.3.2 Upon request of ITC^DeltaCom, advance information on the details and requirements for planning and implementation of NPA splits.
  - 4.6.3.3 BellSouth shall provide MSAG to ITC^DeltaCom, as a facilities based carrier, and shall provide updates to MSAG on a monthly basis. MSAG and the updates thereto shall be provided at no charge.
- 4.6.4 BellSouth and ITC^DeltaCom shall work cooperatively to develop methods and procedures between BellSouth's LCSC and ITC^DeltaCom's corresponding Work Center(s) regarding common systems and work center interfaces.
- 4.6.5 BellSouth and ITC^DeltaCom shall establish mutually acceptable methods and procedures at no charge to the other for handling all misdirected calls from ITC^DeltaCom End Users. All misdirected calls to BellSouth from ITC^DeltaCom End Users shall be given a recording (or a live statement) directing them to call an ITC^DeltaCom designated 800 number. ITC^DeltaCom, on a reciprocal basis, shall refer all misdirected calls that ITC^DeltaCom receives from BellSouth End Users to a BellSouth-designated number.
- 4.6.6 BellSouth shall provide order format specifications to ITC^DeltaCom for all available services, features, and functions and for ancillary data that is necessary to provision these services. Business Rules and EDI Mapping including segments, data elements and requirements for format and data requirements shall be consistent with industry guidelines and standards.



- 4.6.7 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that the Party's provide such service to their end users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users. Each Party shall provide this referral service at no charge to the other Party.
- 4.6.8 BellSouth shall perform all pre-testing necessary to insure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.
- 4.6.9 Any written "leave behind" materials that BellSouth technicians provide to ITC^DeltaCom End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards. BellSouth technicians shall not use the visit to market BellSouth services.
- 4.6.10 If an ITC^DeltaCom End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact ITC^DeltaCom directly and provide a toll-free (8xx) number supplied by ITC^DeltaCom. When a BellSouth employee visits the premise of an ITC^DeltaCom End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of ITC^DeltaCom.
- 4.6.11 BellSouth shall provide telephone and/or facsimile notification of any charges associated with any construction required for a given service, and obtain ITC^DeltaCom's approval prior to commencing construction under an ITC^DeltaCom order for such service or those charges shall be waived.
- 4.6.12 Each Party shall train and direct its employees who have contact with End Users of the other Party, including but not limited to those employees involved in the process of provisioning, maintenance or repair, not to disparage the other Party or its services in any way to the other Party's End Users. Nor shall either Party use these calls to End Users as a basis for internal referrals or to solicit customers to market services. Both Parties shall respond with accurate information in answering customer questions.
- 4.6.13 When ITC^DeltaCom places an LSR, ITC^DeltaCom shall specify a requested Due Date, and BellSouth shall assign a Due Date based on the applicable intervals. In the event, ITC^DeltaCom's requested date is less than the standard interval, ITC^DeltaCom shall indicate on the Local Service Request (LSR) the

request for expedite and may contact BellSouth by telephone and the Parties shall negotiate an expedited (aka Service Date Advancement) Due Date. This situation shall be considered an expedited order. In the event the negotiated Due Date assigned by BellSouth is within the standard interval, the order will not be considered expedited. BellSouth shall not complete the order prior to the Due Date unless authorized by ITC^DeltaCom. BellSouth shall use its best efforts to notify ITC^DeltaCom of any known jeopardies 24 hours prior to the scheduled conversion. BellSouth shall also promptly notify ITC^DeltaCom of the revised installation Due Date if known at the time of the jeopardy notice. If ITC^DeltaCom requests that an order be expedited, BellSouth shall notify ITC^DeltaCom of the status of the order within the expedited interval (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise. Service Date Advancement Charges (aka Expedites) will be as set forth in Exhibit B, Attachment 2 of this Agreement.

4.6.14 ITC^DeltaCom and BellSouth shall agree to escalation procedures and contacts for resolving issues related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. BellSouth shall use its best efforts to notify ITC^DeltaCom of any modifications to these contacts within ten (10) business days of any such modifications.

4.6.15 BellSouth shall transmit to ITC^DeltaCom a FOC or, in the alternative, notification of the lack of available facilities within time periods specified herein after BellSouth's receipt of a complete and correct LSR from ITC^DeltaCom, provided, however, that an LSR for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a due date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. An LSR for LNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the LNP simultaneously. BellSouth shall provide ITC^DeltaCom FOCs for resale, unbundled network elements, LNP and local interoffice transport as follows: fully mechanized in 3 hours, partially mechanized in 10 hours and non-mechanized in 36 hours; interconnection trunks FOC will be provided within 10 days or pursuant to Commission

4.6.16 BellSouth shall notify ITC^DeltaCom via electronic interface, of Rejections/Errors contained in any of the data element(s) fields contained on any

ITC^DeltaCom electronic Service Request. If the electronic interface is unavailable or malfunctioning, BellSouth shall notify ITC^DeltaCom by telephone, facsimile, or email as mutually agreed to by the Parties, of such Rejections and Errors.

- 4.6.17 ITC^DeltaCom shall specify on each LSR its Desired Due Date (DDD) for completion of that particular order. BellSouth shall not complete the order prior to DDD unless authorized or accepted by ITC^DeltaCom. BellSouth shall notify ITC^DeltaCom if the DDD cannot be met. BellSouth shall exercise best efforts to meet the DDD for Network Element requests.
- 4.6.18 Use of Facilities. When a customer of a ITC^DeltaCom elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer.
  - 4.6.18.1 Upon receipt of a service order, BellSouth will do the following:
    - 4.6.18.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
    - 4.6.18.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.
    - 4.6.18.1.3 BellSouth shall cease billing ITC^DeltaCom for that facility concurrent with the date of disconnect, effective billing date (EBD) or reuse of the facility by BellSouth or another CLEC.
- 4.6.19 BellSouth shall provision UNEs with the same timeliness that the same or similar facilities are provisioned to BellSouth's Affiliates, or other Persons to whom BellSouth directly provides such facilities.
- 4.6.20 When available, BellSouth shall provide ITC^DeltaCom with the ability to have BellSouth end offices AIN triggers initiated via an electronic service order from ITC^DeltaCom.
- 4.6.21 ITC^DeltaCom may order from BellSouth multiple individual UNEs on a single order without the need for ITC^DeltaCom to send an order for each such UNE, if such UNEs are (i) for a single type of service, (ii) for the same type of loop, (iii) for a single location and (iv) for the same account.

- 4.7.2 Twenty-four (24) to forty-eight (48) hours in advance of a loop cutover, BellSouth will conduct testing to ensure that dial tone from ITC^DeltaCom is available for requested loops. If dial tone is not available from ITC^DeltaCom, BellSouth will so notify ITC^DeltaCom.
- 4.7.3 If ITC^DeltaCom requests or approves that a BellSouth technician perform services in excess of those necessary for the conversion of "live" Telephone Exchange Services to UNEs, BellSouth may charge ITC^DeltaCom for any additional reasonable labor charges to perform such services.
- 4.7.4 Notwithstanding any other provision hereof, the performance/intervals for installation of unbundled Loops should not exceed the interval for reestablishing service for the customer with BellSouth.

## **5.0 Maintenance/Repair Interfaces and Functions**

- 5.1 BellSouth shall make available electronic interfaces to ITC^DeltaCom for maintenance, trouble reporting, and repair, including initiation of trouble tickets, updates/changes, status checking, scheduling maintenance appointments, and cancellation, for both Resale services and UNEs. Ongoing maintenance practices on unbundled loops shall equal the practices employed by BellSouth for facilities used to provide retail services. BellSouth will use its best efforts to ensure that the mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers. OSS support will include generally available training, documentation and notifications as appropriate for CPSS, CPSS-TA and any new tools deployed for maintenance of customer services.
- 5.1.1. If ITC^DeltaCom has received an FOC for resale or UNE order, BellSouth's repair department shall have responsibility for coordinating actions to restore service to end-user when end-user reports an outage.
- 5.1.2. BellSouth provisions via its CWINS center features such as Call Forwarding for its retail customers in the case of emergency. BellSouth will perform the same service to ITC^DeltaCom's customers upon request. Emergency features will remain active for 72 hours or in parity with BellSouth's customers, whichever is greater. If a feature is ordered via a service order, but is not working the CWINS center will provision and correct the outage. CWINS are not allowed to call the outages a service order problem, but rather must provision the service when the feature is present on the order/account.

- 5.2 BellSouth's maintenance systems and databases will allow ITC^DeltaCom maintenance personnel and customer service representatives to perform the following functions for ITC^DeltaCom Customers: (i) enter a new customer trouble ticket into the BellSouth maintenance system for an ITC^DeltaCom Customer; (ii) retrieve and track current status on all ITC^DeltaCom Customer repair tickets; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) perform where appropriate an electronic test at the time of ticket entry and provide test results to ITC^DeltaCom; and (v) electronic notification when trouble is cleared.
- 5.3 If an electronic interface is not available, BellSouth agrees that ITC^DeltaCom may transmit repair calls to BellSouth's repair bureau and request dispatching a BellSouth technician to an ITC^DeltaCom customer's premises by telephone. BellSouth agrees to provide the status upon ITC^DeltaCom's request, in an expedient manner. The speed of answer time for ITC^DeltaCom shall be equal to that for BellSouth.
- 5.4 BellSouth shall prioritize ITC^DeltaCom end users for purposes of repair in the same manner and within the same time frames that BellSouth prioritizes its own end users for repair as described in this Section. In disaster situations, BellSouth follows the FCC's Emergency Preparedness Restoration Guidelines (010-400-002 BT). In non-disaster situations, ITC^DeltaCom shall receive response time priority that is at least equal to the response time priority that BellSouth provides to its own End Users, and the End Users of its Affiliates and other Telecommunications Carriers, and BellSouth shall use the same prioritization, at no additional charge, for the repair of ITC^DeltaCom's UNEs or resale and services where ITC^DeltaCom reports to BellSouth that the UNE or service serves an emergency facility, an end user requiring access to emergency facilities via telecommunications services or another high priority end user. ITC^DeltaCom agrees to submit expedite reports pursuant to this Section only in the circumstances described herein, and any such report for prioritization shall be made in good faith. The Parties shall comply with the Disaster Recovery Plan as set forth in Attachment 10 of this Agreement.
- 5.5 BellSouth agrees to advise ITC^DeltaCom of any central office failure or other major service interruptions that are known at the time of an inquiry or trouble report.

- 5.6 BellSouth agrees to provide, via electronic interface, an Estimated Time to Repair ("ETTR") on all trouble reports submitted electronically, an appointment time or a commitment time, as appropriate.
- 5.7 The Parties shall insure that all technicians and representatives are properly trained and that they follow such procedures in all their communications with End Users. At a minimum, the aforementioned procedures shall assume that: (1) BellSouth technicians shall provide repair service that is at least equal in quality to that provided to BellSouth customers or any other entity; (2) maintenance and repair shall take place based on a prioritization schedule devised by mutual agreement of the parties; (3) Customers shall be restored to service based on the priority system devised by mutual agreement of the parties on a non-discriminatory basis; and (4) ITC^DeltaCom may prioritize repair scheduling of its own customers through an escalation procedure.
- 5.8 The BellSouth repair bureau including the Electronic Interface, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for scheduled electronic interface downtime.
- 5.9 Service centers shall be established by both Parties to handle service issues, escalations, and resolution of billing issues and other administrative problems.
- 5.10 The Parties agree to adopt a process for the efficient management of misdirected service calls.
- 5.11 BellSouth shall perform Mechanized Unbundled Loop Tests ("Quick Test") at the request of ITC^DeltaCom while ITC^DeltaCom is on line.
- 5.12 BellSouth shall attempt to close all trouble reports with ITC^DeltaCom, within 24 hours of resolution of the trouble. ITC^DeltaCom shall close all trouble reports with the End User. BellSouth's outside technicians shall clear troubles to the network interface and provide callback from the fault location to ITC^DeltaCom.
- 5.13 BellSouth shall not undertake any work at an End User's request for which ITC^DeltaCom would be charged without obtaining the prior approval of ITC^DeltaCom. This includes authorizations by ITC^DeltaCom if a dispatch is required to the customer premises as well as verification of actual work completed.





- 5.14 All Auto/Subscriber Line Tests ("ALT/SLT") tests performed on ITC^DeltaCom customers that result in a failure shall be reported to ITC^DeltaCom.
- 5.15 ITC^DeltaCom shall coordinate dispatches to the customer premise. This includes redispaches for customer not-at-home.
- 5.16 BellSouth shall respond to ITC^DeltaCom customer alarms consistent with how and when they respond to alarms for their own customers. BellSouth shall ensure that all applicable alarm systems that support ITC^DeltaCom customers are operational and the supporting databases are accurate so that equipment that is in alarm will be promptly identified.
- 5.17 BellSouth shall notify ITC^DeltaCom, of any scheduled maintenance activity performed by BellSouth that may be service affecting to ITC^DeltaCom local customers (i.e., cable throws, power tests, etc.).
- 5.18 The Parties agree to establish a special emergency escalation procedure for use in situations involving customer out-of-service situations.
- 5.19 In facility and power outage situations, BellSouth agrees to provide UNEs leased by ITC^DeltaCom the same priority for maintenance and restoral as similar elements used by BellSouth for itself or its Affiliates.
- 5.20 BellSouth shall notify ITC^DeltaCom at parity with its own retail units in the event any repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity.

~~6.0 Cancellation Charges. If ITC^DeltaCom cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if ITC^DeltaCom places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested in accordance with the transmission characteristics of the network elements or services requested, cancellation charges described in this Section shall not apply. Where ITC^DeltaCom places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is~~

~~inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, ITC^DeltaCom may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should ITC^DeltaCom elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.~~

7.0 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by ITC^DeltaCom Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Exhibit B will apply as applicable. For Expedites from BellSouth to ITC^DeltaCom, same said charges shall apply.

8.0 Should a customer be accidentally slammed by ITC^DeltaCom, upon notification BellSouth will reinstate the customer's service to its former state within 4 hours. ITC^DeltaCom will pay all non recurring fees associated with the records correction and a \$20.00 special processing fee to BellSouth for reinstating. ITC^DeltaCom will contact the customer to advise of its error and explain the service will be restored in 4 hours to its original state, however, the end user will not be required to contact BellSouth. BellSouth will accept ITC^DeltaCom's notification as proof of the slamming offense. NOTE: These are rare, but should be addressed as to not penalize the end user. ITC^DeltaCom agrees to adopt state policy when Commissions address this issue.

Should BellSouth accidentally slam and ITC^DeltaCom customer payment and process should be reciprocal.

9.0 In those instances where BellSouth errors, impact the ITC^DeltaCom end user customer, example BellSouth issued suspend order in error and the ITC^DeltaCom Service Center and techs are required for trouble analysis, and error resolution; BellSouth shall compensate ITC^DeltaCom as stated in 8.0 above in addition to any damages and adjustments due the company and the end user.

**BILLING AND BILLING ACCURACY CERTIFICATION****1. Payment and Billing Arrangements**

1.1 The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.2 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ITC^DeltaCom requests. BellSouth will bill and record in accordance with this agreement those charges ITC^DeltaCom incurs as a result of ITC^DeltaCom purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. BellSouth's bills to ITC^DeltaCom for unbundled network elements and resold services purchased by ITC^DeltaCom shall include the item (USOC), quantity and price of such purchased services. For those services where standards have not yet been developed, BellSouth's billing shall be consistent with Ordering and Billing Forum (OBF) standards.

1.2.1 At either party's request, multiple billing media or additional copies of bills will be provided at a reasonable cost.

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

1.2 Master Account. The Parties have established accounts with each other.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of ITC^DeltaCom or BellSouth as applicable. ITC^DeltaCom and BellSouth shall make payment to each other for all services billed. Neither Party shall be responsible for payments not received by the other Party's customers. Neither Party shall become involved in billing disputes that may arise between the other Party and its customers. Payments made by either Party as payment on account shall be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least thirty (30) calendar days prior to the payment due date, whichever is earlier. Any bill

received on a Saturday, Sunday or a day designated as a holiday by *SouthTrust Bank* (or such other bank as ITC^DeltaCom shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

1.5 Tax Exemption. Upon proof of tax exempt certification, the total amount billed shall not include any taxes due from the end user. The Retail Service provider shall be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

1.6 Miscellaneous. As the customer of record for resold services, ITC^DeltaCom shall bill and remit all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature directly to the PSAP or appropriate agency. ITC^DeltaCom will not pay BellSouth E911 charges associated with resold services.[]

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BellSouth will bill ITC^DeltaCom in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ITC^DeltaCom and ITC^DeltaCom will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.]

1.7 Late Payment. If any portion of the payment is received by the Party after the payment due date as set forth preceding, or if any portion of the payment is received by the Party in funds that are not immediately available to the Party, then a late payment charge shall be due to the Party. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in the ~~Providing Party's tariffs. Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate.~~ In addition to any applicable late payment charges, ITC^DeltaCom a Party may be charged a fee for all

~~returned checks as set forth in the Parties' Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.~~

- 1.8 Access Charges for Resold Services. Any Switched Access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ITC^DeltaCom.
- 1.9 End User Common Line Charge for Resold Services. Pursuant to 47 CFR Section 51.617, BellSouth will bill ITC^DeltaCom end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service. The procedures for discontinuing service to ITC^DeltaCom or BellSouth are as follows:
- 1.10.2 Each party reserves the right to suspend or terminate service for nonpayment in accordance with applicable state and federal regulations.
- 1.10.3 If payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice via certified U.S. Mail to the other Party pursuant to the Notice Provision in Section X of General Terms and Conditions that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing party may, at the same time, give thirty days notice to the person designated by the other party to receive notices of noncompliance, to discontinue the provision of existing services at any time thereafter.
- 1.10.4 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.10.5 If the billing party does not discontinue the provision of the services involved on the date specified in the thirty days notice and the other Party's noncompliance continues, nothing contained herein shall preclude the billing party's right to discontinue the provision of the services without further notice.
- 1.10.6 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, the billed party's services may be discontinued. Upon discontinuance of service on the billed party's account, service to the billed party's end users will be denied. The billing party will reestablish service at the request of the end user or the other Party upon payment of the appropriate connection fee and subject to the billing party's normal application procedures. The billed party is solely

responsible for notifying the end user of the proposed service disconnection.

- 1.10.7 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 shall be disconnected.

1.11 Deposit Policy. Either Party may be required to provide information regarding credit worthiness. If either Party repeatedly fails to pay undisputed billed charges by the Payment due date, such party may be required to provide information regarding credit worthiness. Such security deposit may take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Party providing service. Any such security deposit shall in no way release the customer from its obligation to make complete and timely payments of its bill. Such security may be required prior to the inauguration of service. Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate tariff of the Party providing service. Notwithstanding the above, a deposit shall be returned with accrued interest provided the Party has a good payment history for six consecutive months.

- 1.12 Neither Party will perform billing and collection services for the other as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group of the other Party.

2. **Billing and Billing Accuracy Certification**

- 2.1 At the option of ITC^DeltaCom, BellSouth and ITC^DeltaCom shall mutually agree upon a billing quality assurance program for all billing elements covered in this Agreement that shall eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges shall be part of that program.

- 2.2 As part of the billing quality assurance program, BellSouth and ITC^DeltaCom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis the billing party will provide the other party with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, each party shall pay all bills received from the other party in full by the payment due date.

- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process shall be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

### **3. Billing Disputes**

- 3.1 Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section. Provided, that nothing herein shall preclude either party from filing complaints, at any time, in accordance with the dispute resolution provisions included in the General Terms and Conditions to the Agreement.
- 3.2 Each Party agrees to notify the other Party upon the discovery of a billing dispute. Each Party shall report all billing disputes using the Billing Adjustment Request Form (RF 1461). In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management as set forth in Exhibit A, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin.
- 3.3 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management as set forth in Exhibit A for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management as set forth in Exhibit A for each of the respective Parties for resolution.



If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management as set forth in Exhibit A for each of the respective Parties for resolution.

3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

3.5 Notwithstanding the above, there will be no adjustments or backbilling beyond 90 days after the invoice has been rendered.

## 7. Audits and Inspections

7.1 For carrier billing purposes, the Parties have agreed pursuant to Section X of Attachment X, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 7 shall apply.

7.1.1 ITC^DeltaCom may audit BellSouth's books, records and other documents once every 12 months for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. ITC^DeltaCom may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

7.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by ITC^DeltaCom in the form of a credit on the invoice for the first full billing cycle after the

Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

7.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

7.1.4 ITC^DeltaCom may audit BellSouth's books, records and documents more than once during any 12 month period if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by ITC^DeltaCom for Services and Elements or Combinations provided during the period covered by the audit.

7.1.5 Audits shall be at ITC^DeltaCom's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by ITC^DeltaCom hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

7.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to ITC^DeltaCom or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse ITC^DeltaCom the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

7.2 Either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each 12 months. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

7.2.1 Either Party shall promptly correct any reported usage error that is

revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

7.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

4. **RAO Hosting**

- 4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ITC^DeltaCom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Applicable compensation amounts will be billed by BellSouth to ITC^DeltaCom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 ITC^DeltaCom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMD5 interfacing host, require written notification from ITC^DeltaCom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telecordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor on behalf of ITC^DeltaCom and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from ITC^DeltaCom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ITC^DeltaCom.
- 4.7 All data received from ITC^DeltaCom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from ITC^DeltaCom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor.
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ITC^DeltaCom and will forward them to ITC^DeltaCom on a daily basis.
- 4.10 Transmission of message data between BellSouth and ITC^DeltaCom will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and ITC^DeltaCom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 ITC^DeltaCom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for ITC^DeltaCom to send data to BellSouth more than sixty (60) days past the message date(s), ITC^DeltaCom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ITC^DeltaCom to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties shall work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ITC^DeltaCom) identified and agreed to, the company responsible for creating the data (BellSouth or ITC^DeltaCom) shall make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost

revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon a reasonable estimate of three to twelve months of prior usage. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties. If access usage data is not processed and delivered by either Party in a timely manner such that the other Party is unable to bill the IXC, the responsible Party shall be liable for the amount of lost revenue. The Parties agree that the term "timely manner" as used herein shall be defined in accordance with OBF guidelines. Until such time as OBF addresses this issue, the term "timely manner" shall be reasonably determined on a case by case basis.

- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ITC^DeltaCom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ITC^DeltaCom of the error condition. ITC^DeltaCom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ITC^DeltaCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth. Both Parties agree to provide the other Party notification of any discovered errors within 7 business days of the discovery.
- 4.16 In association with message distribution service, BellSouth will provide ITC^DeltaCom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 Other than as specified in Section 4.14 and 4.15 above, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for ITC^DeltaCom are as set forth in Exhibit B of this Agreement.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A of this Agreement.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with

BellSouth. ITC^DeltaCom shall be responsible for the initial costs of establishing the data circuit. Each party shall be responsible for the recurring charges for the data circuit to the mutually agreed upon meet point. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to BellSouth. Additionally, all message toll charges associated with the use of the dial circuit by BellSouth and ITC^DeltaCom will be borne by ITC^DeltaCom.

- 4.18.4 All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

4.19 Intercompany Settlements Messages

- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ITC^DeltaCom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one company's operating territory and bills in another company's operating territory is included. Traffic that originates and bills within the same company's operating territory will be settled on a local basis between ITC^DeltaCom and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by ITC^DeltaCom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ITC^DeltaCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ITC^DeltaCom, involves a company other than ITC^DeltaCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 4.19.3 Revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.

- 4.19.4 BellSouth shall receive the monthly NICS reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.

- 4.19.5 BellSouth shall receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign,

on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.

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

- 4.19.7 BellSouth shall collect the revenue earned by ITC^DeltaCom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ITC^DeltaCom. BellSouth will remit the revenue billed by ITC^DeltaCom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ITC^DeltaCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ITC^DeltaCom agree that monthly netted amounts of less than fifty dollars (\$50.00) shall not be settled.

**5. Optional Daily Usage File**

- 5.1 Upon written request from ITC^DeltaCom, BellSouth shall provide the Optional Daily Usage File (ODUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ITC^DeltaCom customer.

Charges for delivery of the Optional Daily Usage File will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit A of this Agreement.



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

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

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

**5.6.1 Usage To Be Transmitted**

5.6.1.1 The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11
- information service provider messages
- OPS services messages
- OPS messages – attempted calls (UNE only)
- Credit /cancel records
- Usage for Voice Mail

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be

intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ITC^DeltaCom.

5.6.1.4 In the event that ITC^DeltaCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, ITC^DeltaCom will drop the duplicate message (ITC^DeltaCom will not return the duplicate to BellSouth).

5.6.2 **Physical File Characteristics**

5.6.2.1 The Optional Daily Usage File will be distributed to ITC^DeltaCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

5.6.3 **Packing Specifications**

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

The data will be packed using ATIS EMI records.

#### 5.6.4 Pack Rejection

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

#### 5.6.5 Control Data

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

#### 5.6.6 Testing

5.6.6.1 Upon request from ITC^DeltaCom BellSouth shall send test files to ITC^DeltaCom for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ITC^DeltaCom set up a production (LIVE) file. The live test may consist of ITC^DeltaCom's employees making test calls for the types of services ITC^DeltaCom requests on the Optional Daily Usage File. These test calls are logged by ITC^DeltaCom, and the logs are provided to BellSouth. These logs will be used to verify

the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## 5.7 ACCESS DAILY USAGE FILE

- 5.7.1 Upon written request from ITC^DeltaCom, BellSouth will provide the Access Daily Usage File (ADUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.7.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.7.3 ADUF will contain access messages associated with a port that ITC^DeltaCom has purchased from BellSouth
- 5.7.4 Charges for ADUF will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.
- 5.7.5 Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution. ITC^DeltaCom will not pay for ADUF messages that are not legitimately associated with interstate or intrastate Switched Access.

5.7.6 When ITC^DeltaCom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (ITC^DeltaCom is BellSouth's toll customer):

Selecting BST's LPIC is the only means by which a CLEC utilizing UNE-P may keep such a call on the BST network in order to utilize UNE-P to complete the intraLATA call. For such calls BST shall bill the CLEC, not the CLEC end user, and at the local UNE rates for the unbundled network elements used to transport and terminate the call.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to ITC^DeltaCom and send access record to ITC^DeltaCom.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to ITC^DeltaCom and send access record to ITC^DeltaCom.

#### 1.1 ADUF Messages To Be Transmitted

1.1.1 The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:

1.1.1.1 ~~Recorded originating and terminating interstate and intrastate access records~~ associated with a port.

1.1.1.2 ~~Recorded terminating access records for~~ undetermined jurisdiction access records associated with a port.

1.1.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to ITC^DeltaCom.

1.1.3 In the event that ITC^DeltaCom detects a duplicate on ADUF they receive from BellSouth, ITC^DeltaCom will drop the duplicate message and will not return the duplicate to BellSouth.

#### 1.1.4 ADUF Physical File Characteristics

1.1.4.1 ADUF will be distributed to ITC^DeltaCom via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

1.1.4.2 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission as set forth in Section 4.18.3-above.

#### 1.1.5 ADUF Packing Specifications

1.1.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

1.1.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO is sending the message. BellSouth and ITC^DeltaCom

will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

**1.1.6ADUF Pack Rejection**

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

**1.1.7ADUF Control Data**

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

**1.1.8ADUF Testing**

1.1.8.1 Upon request from ITC^DeltaCom, BellSouth shall send a test file of generic data to ITC^DeltaCom via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

## Attachment 8

### Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide ITC^DeltaCom, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.



**BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS**

- 1.0 The Parties agree that ITC^DeltaCom is entitled to order any network element, interconnection option, service option or other Resale service required to be made available by the Telecommunications Act of 1996, FCC requirements or State Commission requirements. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 9 and referenced in Section 5 of the General Terms and Conditions.
- 2.0 Bona Fide Requests ("BFR") are to be used when ITC^DeltaCom makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act; or to provide a new or custom capability or function to meet ITC^DeltaCom's business needs; that were not previously included in the Agreement. The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A Bona Fide Request shall be submitted in writing by ITC^DeltaCom and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ITC^DeltaCom's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to ITC^DeltaCom's Account Executive.
- 4.0 ITC^DeltaCom may cancel a BFR at any time. If ITC^DeltaCom cancels the request more than thirty (30) business days after submitting it, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation. If ITC^DeltaCom does not cancel a BFR, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty (20) Business Days of its receipt of a BFR from ITC^DeltaCom, BellSouth shall respond via email or overnight delivery to ITC^DeltaCom by providing a preliminary analysis of such Interconnection, Network Element, or requested level of quality thereof that is the subject of the BFR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or requested level of quality or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or requested level of quality that is

required to be provided under the Act. If BellSouth determines that the Interconnection, Network Element, or requested level of quality that is the subject of the BFR is technically feasible, BellSouth shall provide to ITC^DeltaCom a high level cost estimate and detailed development price quote.

- 6.0 Within twenty (20) business days after receipt and acceptance of preliminary business analysis, BellSouth shall propose a firm price and a detailed implementation plan via email or overnight delivery.
- 7.0 Within twenty (20) business days after its receipt of the BFR price quote and implementation plan from BellSouth, ITC^DeltaCom must either confirm its order for such Interconnection or Network Element or, if it believes such quote is not consistent with the requirements of the Communications Act, may seek Commission arbitration of its request or file a complaint with the FCC, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 All prices shall be consistent with the pricing principles of the Act, the FCC and the Supreme Court's ruling of January 25, 1999 upholding the FCC pricing rules.
- 9.0 If either Party to a BFR believes that the other Party is not requesting, negotiating or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek state Commission or FCC resolution of the dispute as appropriate.
- 10.0 Upon agreement to the terms of a BFR, an amendment to the Agreement may be required. Pursuant to Sections 5.3 and 16 of the General Terms and Conditions, ITC^DeltaCom may adopt through another Company's Agreement any BFR provided to any other carrier.

## **Attachment 10**

### **Performance Measurements**

**Performance Measurements**

To the extent any state Commission has not ordered performance measures and/or remedies as of the date hereof, BellSouth will provide to ITC^DeltaCom the Georgia Service Quality Measures (SQMs) and associated remedies ordered by the Georgia Public Service Commission in GA Docket 7892-U. In the event the Georgia Public Service Commission adds, deletes or otherwise modifies any SQMs and/or associated remedies, such additions, deletions or modifications shall be deemed made to the SQMs and associated remedies applicable to ITC^DeltaCom hereunder. Upon the effective date of any order from a state Commission regarding performance measures and/or associated remedies, such ordered measures and remedies, as they may be amended or modified by the state Commission from time to time, shall become effective hereunder in lieu of the Georgia measures and remedies for the state in which such measures and remedies have been ordered.

**Attachment 11**

**RATES**

## **EXHIBIT 1**

Attachment 11  
Page 2

### **Rates**

To Be Determined

## Attachment 12

### BellSouth Disaster Recovery Plan

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## **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. . Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## **2.0 SINGLE POINT OF CONTACT**

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

**The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.**

## **3.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.



### 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

## **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. Additionally, BellSouth will, where available and on an expedited basis, utilize central office facilities (i.e. digital cross-connects, M13s and transport equipment) for redirecting CLEC facilities to an alternative facility of the CLEC affected by the outage or to a provisional CLEC. These and other alternatives are dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible. Including, but not limited to, arranging collocation space for restoration equipment within the BellSouth Central Office, where such space would not impair the operation of BellSouth's network.

### **5.2 BELL SOUTH OUTAGE**

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a

tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### **5.2.1 Loss of a Central Office**

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on parity basis for Hospitals, Police, other emergency agencies or end users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

### **5.2.3 Loss of a Central Office with Tandem Functions**

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on parity basis for Hospitals, Police and other emergency agencies or end users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

#### **5.2.4 Loss of a Facility Hub**

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on parity basis for Hospitals, Police and other emergency agencies or end users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

#### **5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)**

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

#### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

## 7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

**Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at [http://www.interconnection.bellsouth.com/network/disaster/dis\\_resp.htm](http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm). Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

**BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.