

Exhibit B

Basic Architecture

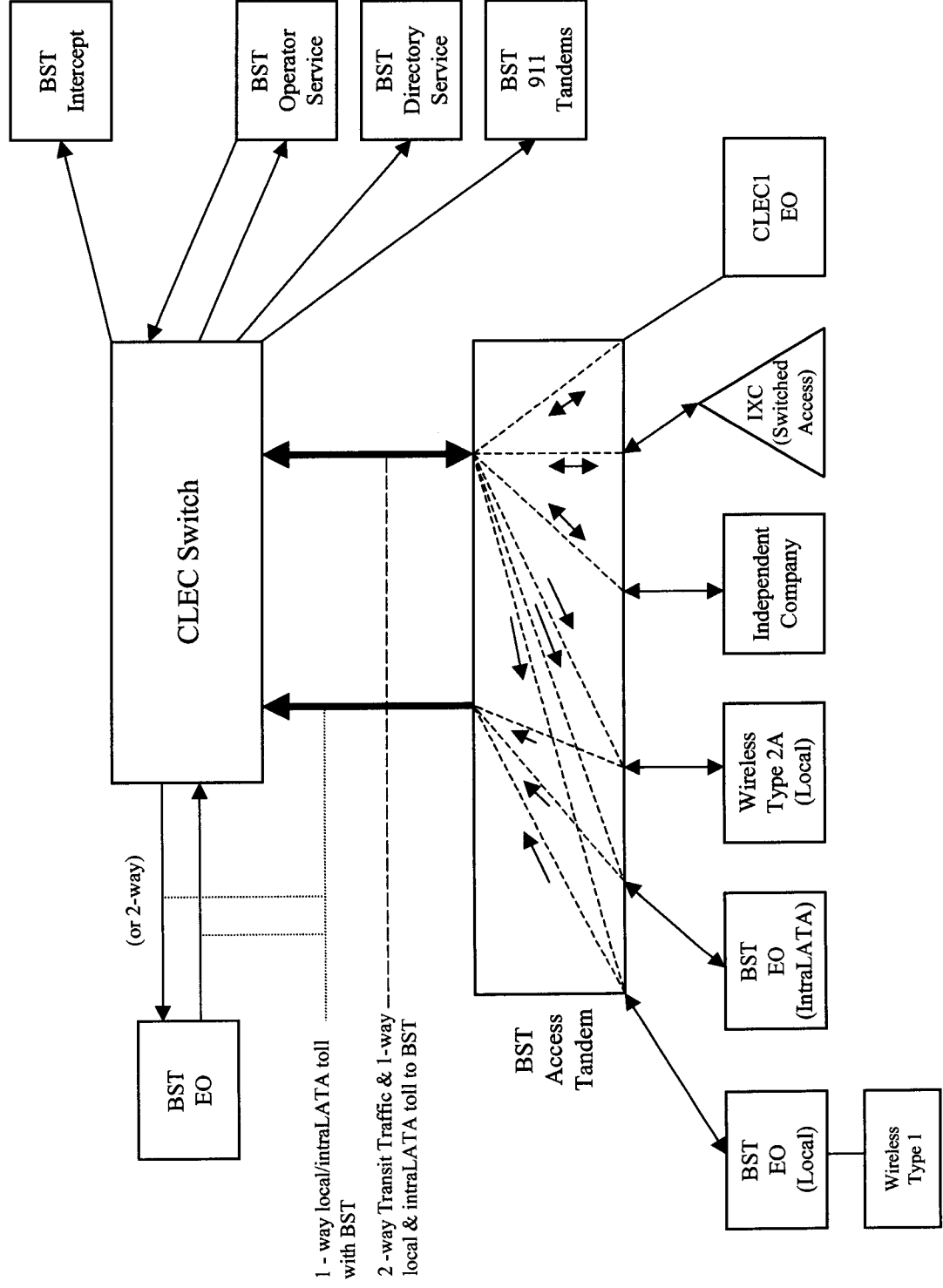


Exhibit C

One-Way Architecture

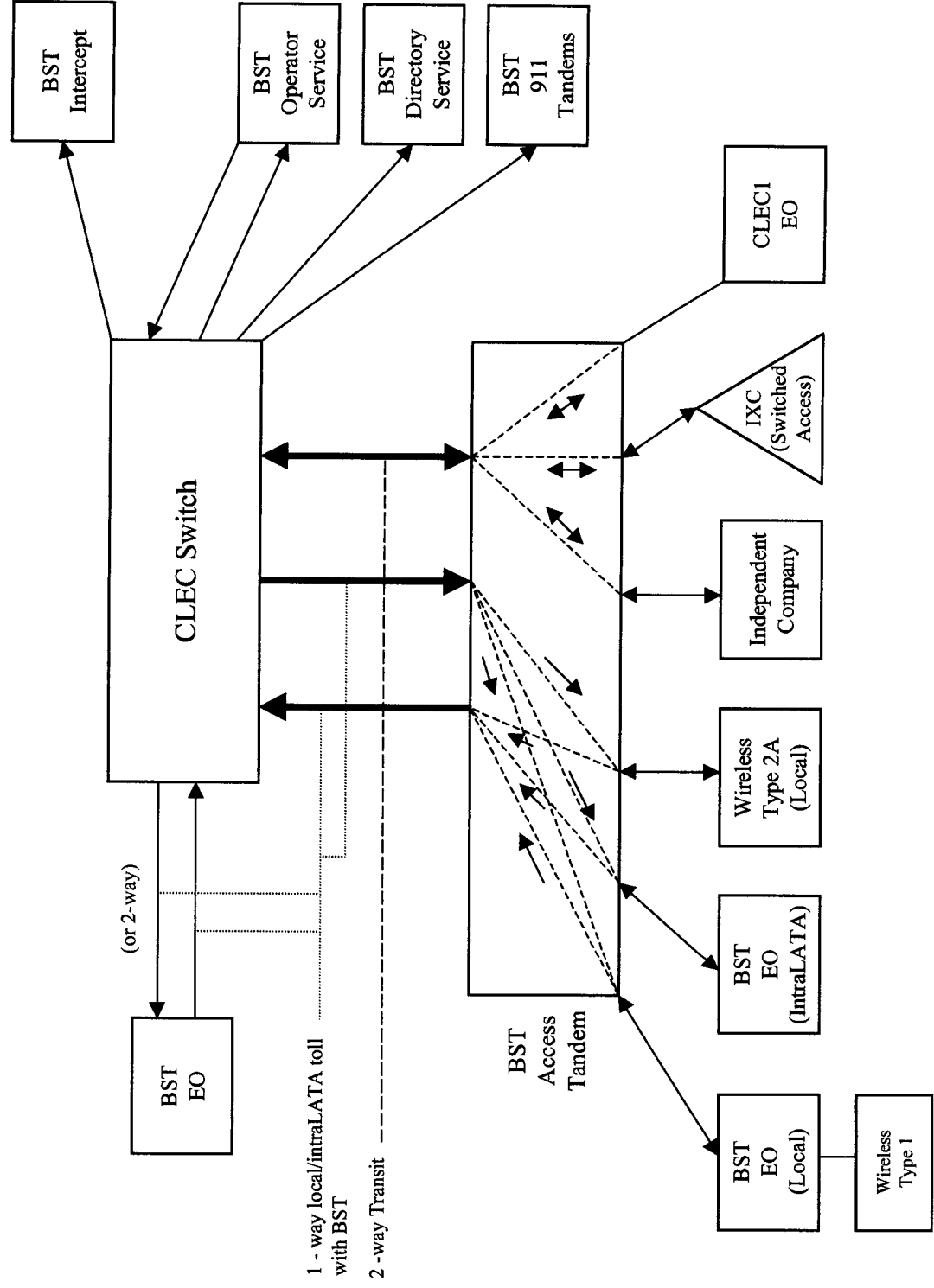


Exhibit D

Two-Way Architecture

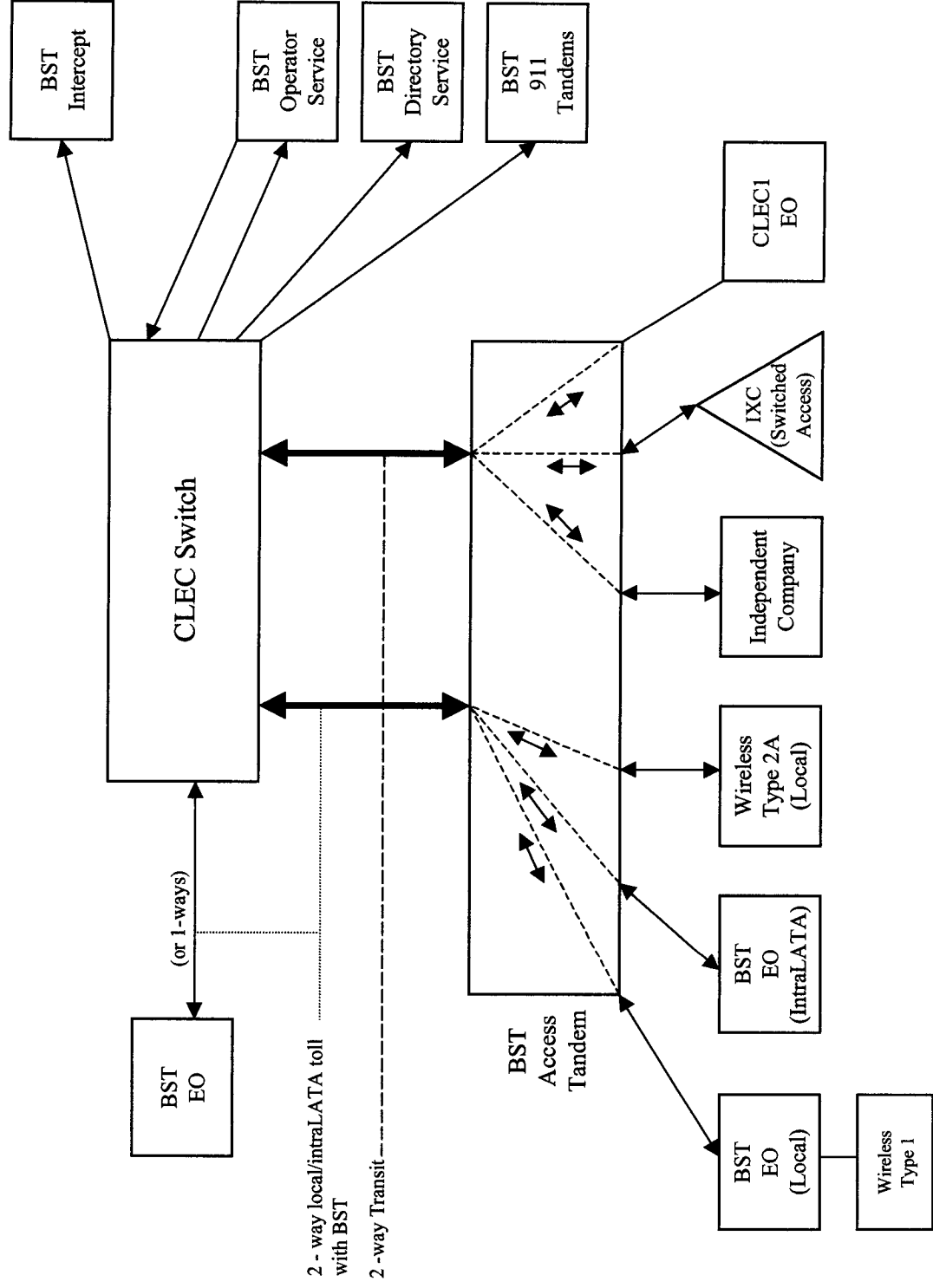
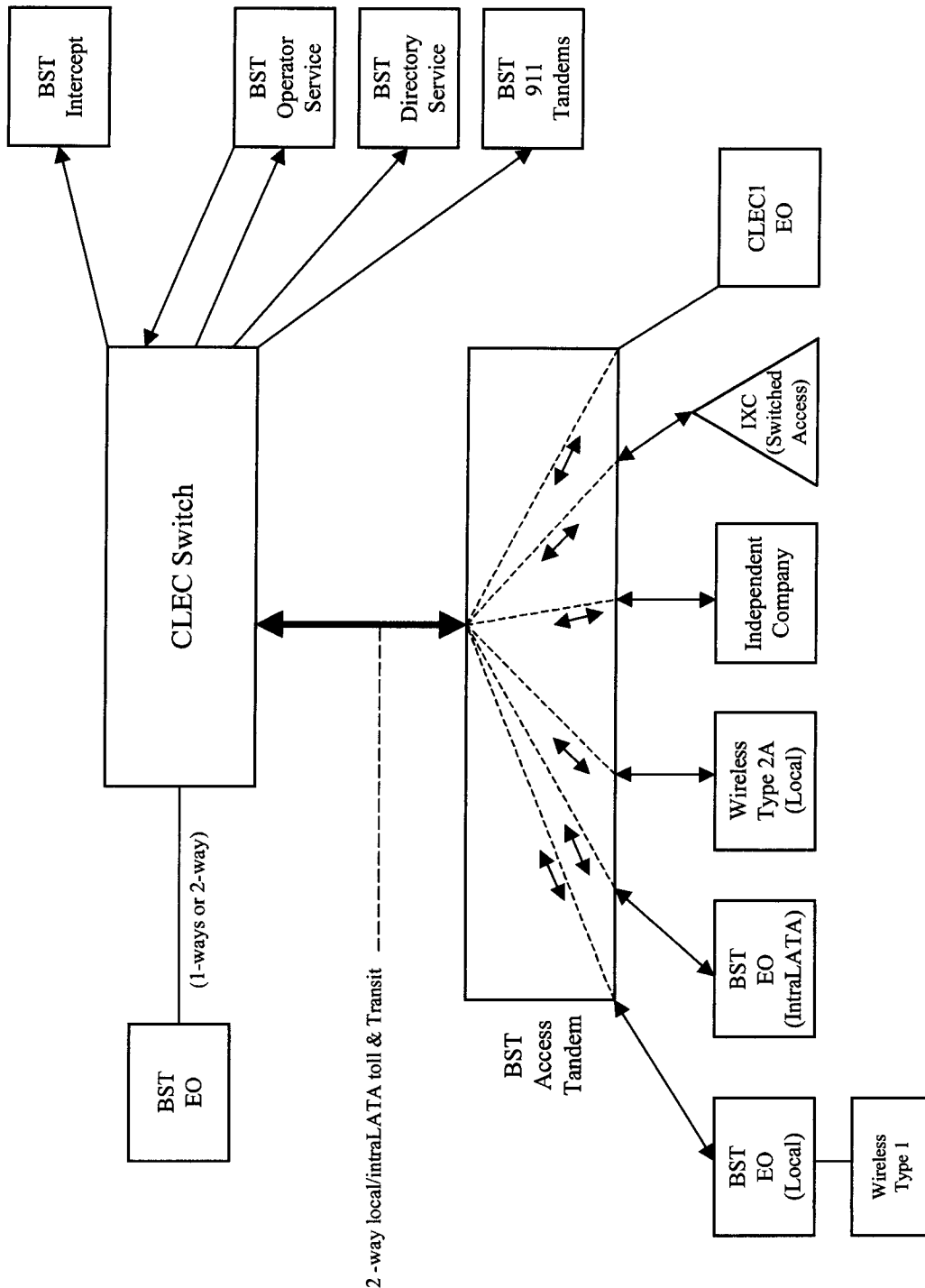


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Tennessee												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A
					Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOME	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
					Rec					SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.												
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC												
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU				0.0007							
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC												
TANDEM SWITCHING												
	Tandem Switching Function Per MOU											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				0.0009778							
	Tandem Intermediary Charge, per MOU*				0.0009778							
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.				0.0015							
TRUNK CHARGE												
	Installation Trunk Side Service - per DS0											
	Dedicated End Office Trunk Port Service-per DS0**				0.00	21.59	8.09					
	Dedicated End Office Trunk Port Service-per DS1**				0.00							
	Dedicated Tandem Trunk Port Service-per DS0**				0.00							
	Dedicated Tandem Trunk Port Service-per DS1**				0.00							
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements											
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU				0.0000064							
	Common Transport - Facilities Termination Per MOU				0.0003871							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				0.0174							
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				18.58	17.37	27.96	3.51				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				0.0174							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				17.98	17.37	27.96	3.51				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				0.0174							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				17.98	17.37	27.96	3.51				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				0.3562							
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				77.86	76.27	19.55	14.99				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				2.34							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				848.99	176.56	109.04	105.91				
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month				19.43	199.33	24.16	4.80				
	Local Channel - Dedicated - 4-Wire Voice Grade per month				20.56	201.53	24.83	5.51				
	Local Channel - Dedicated - DS1 per month				40.99	277.35	233.26	22.30				
	Local Channel - Dedicated - DS3 per month				611.30	595.37	304.50	151.15				
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month				0.00							
	Local Channel - Dedicated - DS3 per month				0.00							
MULTIPLXERS												
	Channelization - DS1 to DS0 Channel System				80.77	77.11	44.47	42.82				
	DS3 to DS1 Channel System per month				222.98	308.03	6.34	4.23				
	DS3 Interface Unit (DS1 COC) per month				17.58	6.07	4.66					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												

Attachment 4
Physical Collocation

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

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Aeneas is physically collocated as a sole occupant or as a Host within a BellSouth 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 contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Aeneas collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Aeneas to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Aeneas and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Aeneas may contemplate a request for space sufficient to accommodate Aeneas's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Aeneas may contemplate a request for space sufficient to accommodate Aeneas's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate Aeneas's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Aeneas's cost or materially delay Aeneas's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Aeneas wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable 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 collocated telecommunications carrier; (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 another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Aeneas will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. Aeneas shall use the Collocation Space for the purposes of installing, maintaining and operating Aeneas'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 Agreement. The Collocation Space assigned to Aeneas may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Aeneas agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from Aeneas and at the Aeneas's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include 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 for which the Space Availability Report was requested by Aeneas.
- 2.1.1 The request from Aeneas for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the

Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report 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 Aeneas and inform Aeneas of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Aeneas to collocate Aeneas's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Aeneas to have direct access to Aeneas's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Aeneas's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Aeneas must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Aeneas's expense, Aeneas will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Aeneas and Aeneas's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Aeneas'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 Aeneas and provide, at Aeneas's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Aeneas's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Aeneas's BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Aeneas's BellSouth Certified Supplier. Aeneas must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an

emergency, BellSouth will not access Aeneas's locked enclosure prior to notifying Aeneas at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Aeneas.

- 3.2.1 BellSouth may elect to review Aeneas's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Aeneas of its desire to execute this review in BellSouth's response to the Initial Application, if Aeneas has indicated its desire to construct its own enclosure. If Aeneas'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 Aeneas's plans and specifications. Regardless of whether or not BellSouth elects to review Aeneas's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Aeneas's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Aeneas. BellSouth shall require Aeneas to remove or correct within seven (7) calendar days, at Aeneas's expense, any structure that does not meet Aeneas's plans and specifications or BellSouth's Specifications, if applicable.
- 3.3 Shared Caged Collocation. Aeneas may allow other telecommunications carriers to share Aeneas's caged collocation arrangement, pursuant to the terms and conditions agreed to by Aeneas (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Aeneas. BellSouth shall be notified in writing by Aeneas upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Aeneas 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 Aeneas.
- 3.3.1 Aeneas, 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 Aeneas 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 above, Aeneas shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional

equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Aeneas 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 Aeneas's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Aeneas and must be in conformance with BellSouth's design and construction Specifications. Further, Aeneas shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Aeneas requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Aeneas must arrange with a BellSouth Certified Supplier to construct the 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 Specifications, Aeneas and Aeneas's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Aeneas's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Aeneas's BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Aeneas's BellSouth Certified Supplier. Aeneas must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Aeneas's locked enclosure prior to notifying Aeneas at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.2 Aeneas must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Aeneas's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Aeneas's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Aeneas for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Aeneas's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Aeneas. BellSouth shall require Aeneas to remove or correct within seven (7) calendar days at Aeneas's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 Aeneas shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Aeneas'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 those 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 subject to individual case basis pricing. Aeneas's BellSouth Certified Supplier shall be responsible, at Aeneas's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Aeneas to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Aeneas's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Aeneas is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Aeneas must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Aeneas. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Aeneas's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged

Collocation Spaces, Aeneas may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Aeneas shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Aeneas shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Aeneas is responsible for ensuring the integrity of the signal.

- 3.5.2 Aeneas shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Aeneas-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Aeneas may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, Aeneas must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Aeneas.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Aeneas in writing when the Collocation Space is ready for occupancy (Space Ready Date). Aeneas will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Aeneas's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. BellSouth will also 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 only those items identified in the initial walkthrough. If Aeneas completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Aeneas's acceptance of the Collocation Space (Space Acceptance Date). In the event that Aeneas fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Aeneas on the Space Ready Date and billing will commence from that date. If Aeneas decides to occupy the space prior to the Space Ready Date, the date Aeneas occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Aeneas must notify BellSouth in writing that

collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Aeneas's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Aeneas may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Aeneas and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Aeneas signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Aeneas jointly conduct an inspection, which confirms that Aeneas has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Aeneas's right to occupy the Collocation Space in the event that Aeneas fails to comply with any provision of this Agreement, including the payment of the applicable fees.

- 4.2.1 Upon termination of occupancy, Aeneas, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Aeneas shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Aeneas's Guest(s), unless Aeneas's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Aeneas removal date. Aeneas shall continue the payment of all monthly fees to BellSouth until the date that Aeneas, and if applicable Aeneas's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Aeneas or Aeneas'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 dispose of the equipment and other property of Aeneas or Aeneas's Guest(s), in any manner that BellSouth deems fit, at Aeneas's expense and with no liability whatsoever for Aeneas's property or Aeneas's Guest(s)'s property. Upon termination of Aeneas's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Aeneas shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Aeneas, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Aeneas'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. Aeneas shall be responsible for the cost of removing any Aeneas constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Aeneas's failure to comply with this Section.
- 5.1.3 Aeneas shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Aeneas submits an application for terminations that will exceed the total capacity of the collocated equipment, Aeneas

will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.2 Aeneas shall notify BellSouth whenever Aeneas submits a Method of Procedure (MOP) adding equipment to Aeneas's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Aeneas's Collocation Space. Aeneas shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by Aeneas to its RCM Representative.
- 5.3 Aeneas shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 Aeneas shall place a plaque or affix other identification (e.g., stenciling) to Aeneas's equipment, in order for BellSouth to identify Aeneas's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Aeneas may elect to place Aeneas-owned or Aeneas-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Aeneas will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Aeneas will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Aeneas's equipment in the Collocation Space. In the event Aeneas utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Aeneas must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Aeneas is responsible for maintenance of the entrance facilities. At Aeneas'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, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Aeneas for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Aeneas with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (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 Aeneas's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where

dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Aeneas in the Application Response.

- 5.5.2 Shared Use. Aeneas may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Aeneas's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Aeneas must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Aeneas provided riser cable to the spare capacity on the entrance facility. If Aeneas desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Aeneas for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Aeneas's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Aeneas's equipment and/or network and BellSouth's network. Each Party will be responsible for the 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). Aeneas shall be responsible for providing, and Aeneas's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Aeneas or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Aeneas's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Aeneas-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Aeneas shall be responsible for providing, and Aeneas's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Aeneas's Collocation Space and the demarcation point. Aeneas or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, 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 Aeneas desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

- 5.7 Aeneas's Equipment and Facilities. Aeneas, or if required by this Attachment, Aeneas'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 Aeneas which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Aeneas and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Aeneas's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Aeneas at least forty-eight (48) hours before access to the Collocation Space is required. Aeneas may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Aeneas will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Aeneas shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Aeneas agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Aeneas or Aeneas's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Aeneas and returned to BellSouth Access Management within fifteen (15) calendar days of Aeneas's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Aeneas agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Aeneas's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Aeneas ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Aeneas's designated collocation arrangement location, after receipt of the BFFO without charge to Aeneas. Aeneas must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Aeneas desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Aeneas may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the

BFFO. In the event Aeneas desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Aeneas to access the Collocation Space accompanied by a security escort, at Aeneas's expense. Aeneas must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. Aeneas shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Aeneas shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Aeneas shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Aeneas violates the provisions of this paragraph, BellSouth shall provide written notice to Aeneas, which shall direct Aeneas to cure the violation within forty-eight (48) hours of Aeneas's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Aeneas fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to Aeneas's equipment. BellSouth will endeavor, but is not required, to provide notice to Aeneas prior to the taking of such action and BellSouth shall have no liability to Aeneas for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of

other advanced services or traditional voice band services and Aeneas fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Aeneas or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Aeneas is significantly degrading the performance of other advanced services or traditional voice band services, Aeneas shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

- 5.12 **Personalty and its Removal.** Facilities and equipment placed by Aeneas in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Aeneas at any time. Any damage caused to the Collocation Space by Aeneas's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Aeneas at its sole expense. If Aeneas decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Aeneas a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 **Alterations.** Under no condition shall Aeneas or any person acting on behalf of Aeneas make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Aeneas. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Aeneas with an Application Response.
- 5.14 **Janitorial Service.** Aeneas shall be responsible for the general upkeep of its Collocation Space. Aeneas shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Aeneas and BellSouth that are different from the 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 that are submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Aeneas or Aeneas's Guest(s) initial equipment placement, Aeneas shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Aeneas, which will be billed by BellSouth on the date that BellSouth provides Aeneas with an Application Response.
- 6.3 Subsequent Application. In the event Aeneas or Aeneas's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Aeneas shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Aeneas in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Aeneas for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but 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 B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Aeneas with an Application Response.
- 6.4 Space Preferences. If Aeneas has previously requested and received a Space Availability Report for the Premises, Aeneas may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event

BellSouth cannot accommodate the Aeneas's preference(s), Aeneas may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Aeneas with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested 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 Aeneas of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Aeneas or space that is configured differently, no application fee will apply. If Aeneas decides to accept the available space, Aeneas must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Aeneas resubmits its application, BellSouth will bill Aeneas the appropriate application fee.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a 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 bill Aeneas an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Aeneas or space that is configured differently, if Aeneas decides to accept the available space, Aeneas must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to 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, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. 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 Aeneas of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Aeneas or space that is configured differently, no application fee will apply. If Aeneas decides to accept the available space, Aeneas must resubmit its application to reflect the actual space available,

- including the configuration of the space, prior to submitting a BFFO. When Aeneas resubmits its application, BellSouth will bill Aeneas the appropriate application fee.
- Denial of Application. If BellSouth notifies Aeneas that no space is available (Denial of Application), BellSouth will not assess an application fee to Aeneas. After notifying Aeneas that BellSouth has no available space in the requested Premises, BellSouth will allow Aeneas, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 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 Aeneas to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 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 in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 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 in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Aeneas must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Aeneas has originally requested caged Collocation Space and cageless Collocation Space becomes available, Aeneas may refuse such space and notify BellSouth in

writing within the thirty (30) day timeframe that Aeneas wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Aeneas may accept an amount of space less than its originally requested space 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 Aeneas does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Aeneas from the waiting list. Upon request, BellSouth will advise Aeneas as to its position on the waiting list.

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

6.9 Application Response.

- 6.9.1 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 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 Aeneas 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 Aeneas submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.3 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, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a

minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of Aeneas, or necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Aeneas the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The 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) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Aeneas to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Aeneas with an Application Response.

6.11 Bona Fide Firm Order.

- 6.11.1 Aeneas shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Aeneas's Bona Fide Application or Aeneas's application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Aeneas's BFFO. BellSouth will acknowledge the receipt of Aeneas's BFFO within seven (7) calendar days of receipt, so that Aeneas will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida, BellSouth will complete construction for 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. For Augments requested to the Collocation Space after

- initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible 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 timeframe and BellSouth and Aeneas 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 of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, 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 under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO 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. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When Aeneas adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Aeneas's operation.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Aeneas, when Aeneas requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Aeneas must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Aeneas's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.

7.1.4.6 If Aeneas submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If Aeneas submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar

days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).

- 7.1.4.8 If Aeneas submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by Aeneas and BellSouth. If Aeneas and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Aeneas's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Aeneas at the time BellSouth provides Aeneas with the Application Response. Aeneas will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and Aeneas 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 interval will be provided to Aeneas during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Aeneas will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Aeneas that the Collocation Space is ready for occupancy. In the event Aeneas fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Aeneas on the Space Ready Date. BellSouth will correct any deviations to Aeneas's

original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.

- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Aeneas prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Aeneas has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Aeneas prior to the Provisioning Interval for those Premises in which Aeneas has a physical collocation arrangement with a POT bay provided by Aeneas or a virtual collocation arrangement, until Aeneas provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Aeneas-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Aeneas'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 Aeneas's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Aeneas. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill Aeneas a nonrecurring charge, as set forth in Exhibit B, each time Aeneas requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Aeneas.
- 7.6 Use of BellSouth Certified Supplier. Aeneas shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Aeneas and Aeneas's BellSouth Certified Supplier must follow and comply with all of BellSouth's requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Aeneas must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Aeneas with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Aeneas's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Aeneas upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas pursuant to this Attachment. BellSouth shall have no liability for, nor

responsibility to pay, such charges imposed by Aeneas's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Aeneas or any supplier proposed by Aeneas and will not unreasonably withhold certification. All work performed by or for Aeneas shall conform to generally accepted industry standards.

- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Aeneas shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Aeneas's Collocation Space. Upon request, BellSouth will provide Aeneas with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Aeneas. 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, Aeneas may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Aeneas, such information will be provided to Aeneas in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Aeneas within one hundred eighty (180) calendar days of BellSouth's written denial of Aeneas's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Aeneas was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Aeneas 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. Aeneas 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 thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its

own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Aeneas an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Aeneas.

- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, Aeneas cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Aeneas cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Aeneas for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Aeneas, 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 build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 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 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Aeneas.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Aeneas. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Aeneas.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Aeneas's BFFO.
- 8.3 Recurring Charges. If Aeneas 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 Aeneas fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Aeneas occupies the space prior to the Space Ready Date, the date Aeneas occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.4 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. Aeneas shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Aeneas opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Aeneas as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Aeneas shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Aeneas 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 Aeneas's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Aeneas shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Aeneas's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Aeneas's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Aeneas's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Aeneas certifying the completion of the power reduction, including the removal of the power cabling by Aeneas's BellSouth Certified Supplier.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Aeneas's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Aeneas's BellSouth Certified Supplier. Aeneas is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Aeneas'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 Aeneas must provide BellSouth with a copy of the engineering power specifications prior to the day on which Aeneas's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Aeneas's arrangement area. Aeneas shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Aeneas's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Aeneas shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.
- 8.6.2 If Aeneas elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Aeneas'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 Aeneas's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Aeneas's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Aeneas's option, Aeneas 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 racks to Aeneas's equipment or space enclosure. Aeneas shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Aeneas's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Aeneas's arrangement area.

- 8.6.4 In Alabama and Louisiana, Aeneas has the option to purchase power directly from an electric utility company. Under such an option, Aeneas is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Aeneas. Aeneas's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Aeneas previously had power supplied by BellSouth, Aeneas may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by Aeneas in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, Aeneas has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Aeneas is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Aeneas. Aeneas's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Aeneas must submit an application to BellSouth for the appropriate amount of Collocation Space that Aeneas requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Aeneas's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Aeneas shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Aeneas would still have the option to order its power needs directly from BellSouth.

- 8.6.6 If Aeneas requests a reduction in the amount of power that BellSouth is currently providing, Aeneas 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 B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Aeneas is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Aeneas 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 Aeneas or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Aeneas shall pay for such half-hour charges in the event Aeneas fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Aeneas's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 Aeneas shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Aeneas shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Aeneas's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Aeneas may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Aeneas to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Aeneas 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 Premises and shall remain in effect for the term of this Attachment or until all Aeneas's property has been removed from BellSouth's Premises, whichever period is longer. If Aeneas fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Aeneas.
- 9.5 Aeneas 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. Aeneas shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Aeneas's insurance company. Aeneas 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 Aeneas 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 Aeneas's net worth exceeds five hundred million dollars (\$500,000,000), Aeneas 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. Aeneas 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 Aeneas in the event that self-insurance status is not granted to Aeneas. If BellSouth approves Aeneas for self-insurance, Aeneas shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Aeneas's corporate officers. The ability to self-insure shall continue so long as the Aeneas meets all of the requirements of this Section. If Aeneas subsequently no longer satisfies this Section, Aeneas 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 Aeneas 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 Aeneas), 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 Aeneas's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Aeneas's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Aeneas adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Aeneas 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, Aeneas will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Aeneas employee hired in the past five years being considered for work on the Premises, for the states/counties where the Aeneas employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Aeneas shall not be required to perform this investigation if an affiliated company of Aeneas has performed an investigation of the Aeneas employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Aeneas has performed a pre-employment statewide investigation of criminal history records of the Aeneas employee for the states/counties where the Aeneas employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Aeneas will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Aeneas shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Aeneas's name. BellSouth reserves the right to remove from its Premises any employee of Aeneas not possessing identification issued by Aeneas or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Aeneas shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Aeneas shall be solely responsible for ensuring that any Guest(s) of Aeneas is in compliance with all subsections of this Section.
- 12.4 Aeneas shall not assign to the Premises any personnel with records of felony criminal convictions. Aeneas shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Aeneas personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Aeneas chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Aeneas may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Aeneas shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 Aeneas shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Aeneas employee or agent hired by Aeneas within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Aeneas shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Aeneas will disclose the nature of the convictions to BellSouth at that time. In the alternative, Aeneas may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Aeneas employees requiring access to a Premises pursuant to this Attachment, Aeneas 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, Aeneas shall promptly remove from Premises any employee of Aeneas 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 Aeneas 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 Aeneas's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Aeneas's Security representative of such interview. Aeneas and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Aeneas's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Aeneas for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Aeneas's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Aeneas for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Aeneas's employees, agents, or suppliers and where Aeneas agrees, in good faith, with the results of such investigation. Aeneas shall notify BellSouth in writing immediately in the event that Aeneas discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment

- practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Aeneas shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Aeneas's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Aeneas'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 Aeneas, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Aeneas 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 Aeneas's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Aeneas. Where allowed and where practical, Aeneas may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Aeneas shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Aeneas's permitted use, until such Collocation Space is fully repaired and restored and Aeneas's equipment installed therein (but in no event later than thirty (30) calendar days after the

Collocation Space is fully repaired and restored). Where Aeneas has placed an Adjacent Arrangement pursuant to Section 3.4, Aeneas shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Aeneas 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 Aeneas shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Aeneas should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Aeneas to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Aeneas will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Aeneas when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Aeneas space with proper notification. BellSouth reserves the right to stop any Aeneas work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Aeneas are owned by Aeneas. Aeneas 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 Aeneas or different hazardous materials used by Aeneas at Premises. Aeneas must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Aeneas to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Aeneas 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 Aeneas will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Aeneas 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 Aeneas shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Aeneas 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. Aeneas further agrees to cooperate with BellSouth to ensure that Aeneas's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Aeneas, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Aeneas's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material	Compliance with all applicable local, state, & federal laws and	Std T&C 450 Fact Sheet Series 17000

(e.g., batteries, fluorescent tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	Std T&C 660-3 Approved Environmental Vendor List (Contact RCM 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 RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable 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 regulations All Hazardous Material and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	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 supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM 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 Premises 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

RCM – Regional Collocation Manager (f/k/a 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

Attachment 4

Remote Site Physical Collocation

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

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

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

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

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from Aeneas, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to

make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Aeneas for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Aeneas is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Aeneas may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Aeneas should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Aeneas should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Aeneas and inform Aeneas of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Aeneas with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Aeneas request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by Aeneas, up to a maximum of thirty (30) wire centers per Aeneas request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Aeneas agrees to pay the costs incurred by BellSouth in providing the information.
- 3. Collocation Options
- 3.1 Cageless. BellSouth shall allow Aeneas to collocate Aeneas’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Aeneas to have direct access to Aeneas’s equipment and facilities in

accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Aeneas's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Aeneas must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

3.2 Caged. At Aeneas's expense, Aeneas may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. Aeneas'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 Aeneas and provide, at Aeneas's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Aeneas's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Aeneas's BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Aeneas's BellSouth Certified Supplier. Aeneas must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Aeneas's locked enclosure prior to notifying Aeneas at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Aeneas.

3.2.1 BellSouth may elect to review Aeneas's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to Aeneas indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if Aeneas has indicated their desire to construct their own enclosure. If Aeneas's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Aeneas's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require Aeneas to remove or correct within seven (7) calendar days at Aeneas's

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

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

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Aeneas and in conformance with BellSouth's design and construction Specifications. Further, Aeneas shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Aeneas elect Adjacent Collocation, Aeneas must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Aeneas and Aeneas's BellSouth Certified Supplier must comply with local building code requirements. Aeneas's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Aeneas's BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Aeneas's BellSouth Certified Supplier. Aeneas must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Aeneas's locked enclosure prior to notifying Aeneas at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 Aeneas must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Aeneas's plans and specifications prior to construction of a Remote Site 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 may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Aeneas to remove or correct within seven (7) calendar days at Aeneas's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.4.3 Aeneas 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 Aeneas'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. Aeneas's BellSouth Certified Supplier shall be responsible, at Aeneas's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Aeneas to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both Aeneas'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 Aeneas use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Aeneas must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Aeneas. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Aeneas's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Aeneas will have the option of using Aeneas's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. Aeneas shall 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. Aeneas shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Aeneas is responsible for ensuring the integrity of the signal.
- 3.5.2 Aeneas shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Aeneas-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Aeneas will have the option of using Aeneas's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, Aeneas must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If

modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify Aeneas in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Aeneas will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Aeneas that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Aeneas'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 Aeneas has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Aeneas's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Aeneas fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Aeneas on the Space Ready Date and billing will commence from that date. If Aeneas decides to occupy the space prior to the Space Ready Date, the date Aeneas occupies the space becomes the new Space Acceptance Date and billing begins from that date. Aeneas 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, Aeneas's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, Aeneas may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Aeneas and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Aeneas signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Aeneas jointly conduct an inspection which confirms that Aeneas has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Aeneas's right to occupy the Remote Collocation Space in the event Aeneas fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Aeneas at its expense shall remove its equipment and other property from the Remote Collocation Space. Aeneas shall have thirty (30) calendar days from the Bona Fide Firm Order (“BFFO”) Application Date (“Termination Date”) to complete such removal, including the removal of all equipment and facilities of Aeneas’s Guest(s), unless Aeneas’s Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)’s equipment and executed the documentation required by BellSouth prior to such removal date. Aeneas shall continue payment of monthly fees to BellSouth until such date as Aeneas, and if applicable Aeneas’s Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Aeneas or Aeneas’s Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Aeneas or Aeneas’s Guest(s), in any manner that BellSouth deems fit, at Aeneas’s expense and with no liability whatsoever for Aeneas’s or Aeneas’s Guest(s)’s property. Upon termination of Aeneas’s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Aeneas shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Aeneas except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Aeneas’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 Record Drawings and ERMA Records. Aeneas shall be responsible for the cost of removing any Aeneas constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth’s network or for access to BellSouth’s unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC.

Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Aeneas's failure to comply with this Section.
- 5.1.2.1 All Aeneas equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Aeneas shall identify to BellSouth whenever Aeneas submits a Method of Procedure ("MOP") adding equipment to Aeneas's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Aeneas's Remote Collocation Space. Aeneas shall submit a copy of the list of any lien holders or other entities that have a financial interest to Aeneas's ATCC Representative.
- 5.2 Aeneas shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Aeneas shall place a plaque or other identification affixed to Aeneas's equipment to identify Aeneas's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Aeneas may elect to place Aeneas-owned or Aeneas-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Aeneas will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Aeneas must contact BellSouth for instructions prior to placing the entrance facility cable. Aeneas is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. Aeneas may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Aeneas's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. Aeneas must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the Aeneas provided riser cable to the spare capacity on the entrance facility. If Aeneas desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Aeneas for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on Aeneas's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Aeneas'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. Aeneas or its agent must perform all required maintenance to Aeneas equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Aeneas's Equipment and Facilities. Aeneas, or if required by this Attachment, Aeneas'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 Aeneas which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Aeneas and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to Aeneas at least forty-eight (48) hours before access to the Remote Collocation Space is required. Aeneas may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Aeneas will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Aeneas shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Aeneas agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of Aeneas or Aeneas's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using

form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by Aeneas and returned to BellSouth Access Management within fifteen (15) calendar days of Aeneas'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. Aeneas agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Aeneas's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Aeneas or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Aeneas's designated collocation arrangement location after receipt of the BFFO without charge to Aeneas. Aeneas must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Aeneas desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Aeneas may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Aeneas desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Aeneas to access the Remote Collocation Space accompanied by a security escort at Aeneas's expense. Aeneas must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Aeneas shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Aeneas shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Aeneas shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Aeneas violates the provisions of this paragraph, BellSouth shall give written notice to Aeneas, which notice shall direct Aeneas to cure the violation within forty-eight (48) hours of Aeneas's actual receipt of written notice or,

at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Aeneas fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Aeneas's equipment. BellSouth will endeavor, but is not required, to provide notice to Aeneas prior to taking such action and shall have no liability to Aeneas for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Aeneas fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Aeneas or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Aeneas shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Aeneas in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Aeneas at any time. Any damage caused to the Remote Collocation Space by Aeneas's employees, agents or representatives shall be promptly repaired by Aeneas at its expense.
- 5.11.1 If Aeneas decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Aeneas an Administrative

Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

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

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

6. Ordering and Preparation of Remote Collocation Space

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

6.2 Remote Site Application. When Aeneas or Aeneas's Guest(s) desires to install a bay/rack in a Remote Site Location, Aeneas shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit Aeneas to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or

adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Aeneas of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Aeneas 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 Aeneas or differently configured no application fee shall apply. If Aeneas decides to accept the available space, Aeneas must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

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

6.4.3 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, the response interval 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 Aeneas of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Aeneas or differently configured no application fee shall apply. If Aeneas decides to accept the available space, Aeneas must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies Aeneas that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Aeneas that BellSouth has no available space in the requested Remote Site

Location, BellSouth will allow Aeneas, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.6 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 Aeneas to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Aeneas must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Aeneas has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Aeneas may refuse such space and notify BellSouth in writing within that time that Aeneas wants to maintain its place on the waiting list without accepting such space. Aeneas 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 Aeneas does not submit such an application or notify BellSouth

in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Aeneas from the waiting list. Upon request, BellSouth will advise Aeneas as to its position on the list.

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

6.9 Application Response.

6.9.1 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 Aeneas 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 Aeneas submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

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

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information,

Contact Information or Billing Contact Information, either at the request of Aeneas 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 Aeneas a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10.2 **Bona Fide Firm Order.**

6.10.3 Aeneas shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Aeneas's Bona Fide application or the application will expire.

6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Aeneas'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 Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Aeneas 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.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for 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 from receipt of a BFFO 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 shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade;

major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Aeneas with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and Aeneas will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Aeneas during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. Aeneas will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Aeneas that the Remote Collocation Space is ready for occupancy. In the event that Aeneas fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Aeneas on the Space Ready Date. BellSouth will correct any deviations to Aeneas's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Aeneas shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Aeneas and Aeneas'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, Aeneas must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Aeneas with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Aeneas's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Aeneas upon successful completion of installation. The BellSouth Certified Supplier shall bill Aeneas directly for all work performed for Aeneas 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 make available its supplier certification program to Aeneas or any supplier proposed by Aeneas and will not unreasonably withhold certification. All work performed by or for Aeneas shall conform to generally accepted industry standards.

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Aeneas shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Aeneas's Remote Collocation Space. Upon request, BellSouth will provide Aeneas with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Aeneas. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Aeneas may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by Aeneas, such information will be provided to Aeneas in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Aeneas within one hundred eighty (180) calendar days of BellSouth's written denial of Aeneas's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Aeneas was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then Aeneas may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Aeneas must arrange with a BellSouth Certified Supplier for the

relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Aeneas an Administrative Only Application Fee as set forth in Exhibit B 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 from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, Aeneas cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if Aeneas cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Aeneas for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Aeneas, 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 build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If Aeneas 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 Aeneas fails to complete an

ratings shall be determined on a per location basis. At Aeneas's option, Aeneas may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever Aeneas or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Aeneas shall pay for such half-hour charges in the event Aeneas fails to show up.

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

9. **Insurance**

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

9.2 Aeneas shall maintain the following specific coverage:

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

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

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Aeneas's real and personal property situated on or within BellSouth's Remote Site Location.

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

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

- 9.4 All policies purchased by Aeneas shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of Aeneas's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Aeneas fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Aeneas.
- 9.5 Aeneas shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Aeneas shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Aeneas's insurance company. Aeneas 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 Aeneas 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 Aeneas's net worth exceeds five hundred million dollars (\$500,000,000), Aeneas 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. Aeneas shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Aeneas in the event that self-insurance status is not granted to Aeneas. If BellSouth approves Aeneas for self-insurance, Aeneas shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Aeneas's corporate officers. The ability to self-insure shall continue so long as Aeneas meets all of the requirements of this Section. If Aeneas subsequently no longer satisfies this Section, Aeneas is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Aeneas 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 Aeneas), 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 Aeneas's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Aeneas's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Aeneas adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Aeneas 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, Aeneas will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Aeneas employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Aeneas employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Aeneas shall not be required to perform this investigation if an affiliated company of Aeneas has performed an investigation of the Aeneas employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Aeneas has performed a pre-employment statewide investigation of criminal history records of the Aeneas employee for the states/counties where the Aeneas employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Aeneas will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Aeneas shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Aeneas's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Aeneas not possessing identification issued by Aeneas or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Aeneas shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Aeneas shall be solely responsible for ensuring that any Guest(s) of Aeneas is in compliance with all subsections of this Section.
- 12.4 Aeneas shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Aeneas shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Aeneas personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Aeneas chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Aeneas may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Aeneas shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Aeneas shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Aeneas employee or agent hired by Aeneas within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Aeneas shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's

criminal history includes misdemeanor convictions, Aeneas will disclose the nature of the convictions to BellSouth at that time. In the alternative, Aeneas may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other Aeneas employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Aeneas 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, Aeneas shall promptly remove from BellSouth's Remote Site Location any employee of Aeneas BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Aeneas 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 Aeneas's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Aeneas's Security representative of such interview. Aeneas and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Aeneas's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Aeneas for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Aeneas's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Aeneas for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Aeneas's employees, agents, or suppliers and where Aeneas agrees, in good faith, with the results of such investigation. Aeneas shall notify BellSouth in writing immediately in the event that the Aeneas discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Aeneas shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with

such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

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

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

13. Destruction of Remote Collocation Space

13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Aeneas's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Aeneas'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 Aeneas, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Aeneas may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Aeneas's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Aeneas. Where allowed and where practical, Aeneas may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Aeneas shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Aeneas's permitted use, until such Remote Collocation Space is fully repaired and restored and Aeneas's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Aeneas has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Aeneas shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Aeneas 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 Aeneas shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Aeneas should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Aeneas to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Aeneas will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Aeneas when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Aeneas space with proper notification. BellSouth reserves the right to stop any Aeneas work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Aeneas are owned by Aeneas. Aeneas 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 Aeneas or different hazardous materials used by Aeneas at the BellSouth Remote Site Location. Aeneas must demonstrate adequate emergency response capabilities for its

materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Aeneas to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Aeneas 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 Aeneas will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Aeneas 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 Aeneas shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning	Compliance with all applicable local, state, & federal laws and regulations	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3

materials)	<p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	<p>Hazmat/waste release/spill fire safety emergency</p>	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
<p>Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • 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	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

	equipment	
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>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</p>

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location 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

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted		Attachment: 4			Exhibit: B		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l	SOME	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, UITD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, UITTS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00											
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I	UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UIT112, UIT48, UDLO3, UDL12, UDF	PE1B2	38.79											
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UIT112, UIT48, UDLO3, UDL12, UDF	PE1B4	52.31											
	Physical Collocation - Request Resend of CFA Information, per CLI	I	CLO	PE1C9		77.67										
	Nonrecurring Collocation - Cable Records - per request	I	CLO	PE1CR		1,711.00										
	Nonrecurring Collocation - Cable Records - VG/DS0 Cable, per cable record	I	CLO	PE1CD		925.06										
	Nonrecurring Collocation - Cable Records - DS1, per T1TIE	I	CLO	PE1CO		18.05	18.05									
	Nonrecurring Collocation - Cable Records - DS3, per T3TIE	I	CLO	PE1C1		8.45	8.45									
	Nonrecurring Collocation - Cable Records - Fiber Cable, per 99 fiber records	I	CLO	PE1CB		279.42	279.42									
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour		CLO	PE1ZM		33.15	20.44									
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour		CLO	PE1ZN		41.50	25.61									
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour		CLO	PE1ZO		49.86	30.79									
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLORS	PE1OT		44.17	27.76									
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PE1PT		54.42	34.02									
	V to P Conversion - Per Customer Request-Voice Grade	I	CLO	PE1BV		33.00										
	V to P Conversion - Per Customer Request-DS0	I	CLO	PE1BO		33.00										
	V to P Conversion - Per Customer Request-DS1	I	CLO	PE1B1		52.00										
	V to P Conversion - Per Customer Request-DS3	I	CLO	PE1B3		52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I	CLO	PE1BR		23.00										
	V to P Conversion - Per Customer Request per DS0 Circuit Reconfigured	I	CLO	PE1BP		23.00										
	V to P Conversion - Per Customer Request per DS1 Circuit Reconfigured	I	CLO	PE1BS		33.00										
	V to P Conversion - Per Customer Request per DS3 Circuit Reconfigured	I	CLO	PE1BE		37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I	CLO	PE1B7		592.00										
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request		CLO	PE1AC	16.16	2,903.66	2,903.66									

COLLOCATION - Tennessee														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
									SOME	SOMAN				
	Physical Caged Collocation-Space Prep-Grounding, per location		CLO	PE1BB	4.32									
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed		CLO	PE1SN		142.40								
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed		CLO	PE1SO		185.72								
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed		CLO	PE1SP		242.05								
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.		CLO	PE1S1	110.97									
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.		CLO	PE1S5	55.49									
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.		CLO	PE1CP	0.0156									
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable		CLO	PE1CQ	2.56	944.27								
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.		CLO	PE1FS	5.94									
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable		CLO	PE1CS	21.47									
	Physical Caged Collocation-Power-Power Construction, per amp DC plant		CLO	PE1PN	3.55									
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage		CLO	PE1PO	2.03									
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt's, per ckt.		CLO	PE12C	0.0475	7.68								
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.		CLO	PE14C	0.0475	7.68								
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.		CLO	PE11S	7.68	41.65								
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.		CLO	PE11X	0.38	41.65								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.		CLO	PE13S	53.96	298.03								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.		CLO	PE13X	9.32	298.03								
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards		CLO	PE1A2		76.10								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO,UDF	PE1ES	0.0013									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.		CLO	PE1ZH	0.0031									
	Physical Collocation - Cageless - Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable		CLO	PE1ZK		555.03								
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO	PE1DS	0.0019									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.		CLO	PE1ZJ	0.0045									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable		CLO	PE1ZL		555.03								
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application		CLO	PE1DT		585.09								
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	0.0656									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	5.53									
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23	1.77	1.77	1.12	1.12	
	Adjacent Collocation - 4-Wire Cross-Connects		CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44	1.77	1.77	1.12	1.12	
	Adjacent Collocation - DS1 Cross-Connects		USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54	1.77	1.77	1.12	1.12	
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77	1.77	1.77	1.12	1.12	
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78	1.77	1.77	1.12	1.12	

COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECD	SOMAN	OSS Rates (\$)		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee		CLOAC	PE1JB		2,973.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FD	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FE	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability		CLORS	PE1SR		218.49									
	Report per Premises Requested		CLORS	PE1RE		70.81									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RR		234.15									
Remote Site DLEC Data (BRSD), per Compact Disk, per CO															
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee		AMTFS	EAF		2,633.00	2,633.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Installation Cost, per cable		AMTFS	ESPCX		1,749.00	1,749.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX	3.91										
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX	6.79										
	Virtual Collocation - Cable Support Structure, per entrance cable		AMTFS	ESPSX	17.87										
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-wire Cross Connects (loop)														
			UEA,UHL,UCL,UDL, AMTFS,UAL,UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire Cross Connects (loop)														
			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, UDLO3,ULD12, ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 2-Fiber Cross Connects														
			AMTFS,UDL12, UDLO3,U1T48, U1T12,U1T03, UDLO3,ULD12, ULD48,UDF	CNC4F	6.08	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects														
			USL,ULC,AMTFS, ULR, UXTD1, UNC1X,ULDD1, U1TD1,USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS1														

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Aeneas is utilizing its own switch, Aeneas shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Aeneas 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).
- 1.2 Where BellSouth provides local switching or resold services to Aeneas, BellSouth will provide Aeneas with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Aeneas acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Aeneas acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Aeneas return unused intermediate numbers to BellSouth. Aeneas shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow Aeneas to designate up to 100 intermediate telephone numbers per rate center for Aeneas's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Aeneas acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where Aeneas subscribes to BellSouth's local switching, BellSouth shall bill and Aeneas shall pay the end user line charge associated with implementing LNP 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.

- 2.3 To limit service outage, BellSouth and Aeneas 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. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Aeneas.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 BellSouth and Aeneas will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

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ISSUE 10:**Aeneas Proposed Language:**

Expiring ICA

BellSouth Proposed Language:

Following Attachment 6

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 BellSouth shall provide to Aeneas nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Aeneas can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing.. BellSouth shall provide Aeneas with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Aeneas and other CLECs in the aggregate.
- 1.2 BellSouth shall provision services during its regular working hours. To the extent Aeneas requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Aeneas, BellSouth will not assess Aeneas additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Aeneas nondiscriminatory access to its OSS and the necessary information contained therein in order that Aeneas can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Aeneas to obtain the technical capability to access and utilize

BellSouth's OSS interfaces. Specifications for Aeneas's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Aeneas can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Aeneas will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Aeneas shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Aeneas shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Aeneas shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.
- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Aeneas will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Aeneas's access to customer record information. If a BellSouth audit of Aeneas's access to customer record information reveals that Aeneas is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Aeneas may take corrective action, including but not limited to suspending or terminating Aeneas's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Ordering. BellSouth will make available to Aeneas electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Aeneas will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. BellSouth will make available to Aeneas electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Aeneas will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Aeneas agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.1.5 Billing. BellSouth will provide Aeneas nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. BellSouth and Aeneas agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Aeneas agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Aeneas at BellSouth's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by Aeneas will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Aeneas shall be required to submit a new service request. Incorrect or invalid requests returned to Aeneas for correction or clarification will be held for thirty (30) calendar days. If Aeneas does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.

3.2 Single Point of Contact. Aeneas will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Aeneas to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Aeneas and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User

authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Aeneas to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Aeneas that such a request has been processed but will not be required to notify Aeneas in advance of such processing.

- 3.2.1 Neither BellSouth nor Aeneas shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.
- 3.2.3 Aeneas shall return a FOC to BellSouth within thirty-six (36) hours after Aeneas's receipt from BellSouth of a valid LSR.
- 3.2.4 Aeneas shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of Aeneas elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Aeneas by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Aeneas that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

- 3.5.1 When Aeneas's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Aeneas, which has the billing relationship with that End User, and Aeneas may pass such charge to the End User.
- 3.6 Cancellation Charges. If Aeneas 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 Aeneas 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 requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Aeneas 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, Aeneas may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Aeneas 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.
- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Aeneas, 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 BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Aeneas under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from Aeneas, Aeneas shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Aeneas's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill Aeneas in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Aeneas, and Aeneas will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Aeneas as a result of the execution of this Agreement.
 - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Aeneas will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Aeneas may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Aeneas.
- 1.2.1 OCN. If Aeneas needs to change its OCN(s) under which it operates when Aeneas has already been conducting business utilizing those OCN(s), Aeneas shall bear all costs incurred by BellSouth to convert Aeneas to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Aeneas's End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of Aeneas. Aeneas shall make payment to BellSouth for all services billed. Payments made by Aeneas to BellSouth as payment on account will be credited to Aeneas's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Aeneas and Aeneas's customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Aeneas will not include those taxes or fees from which Aeneas is exempt. Aeneas will be solely responsible for the computation, tracking,

reporting and payment of all taxes and like fees associated with the services provided to the End User of Aeneas.

- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. 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 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, Aeneas may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to Aeneas. The procedures for discontinuing service to Aeneas are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Aeneas of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Aeneas that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Aeneas to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Aeneas if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on Aeneas's account will effect a discontinuance of service to Aeneas's End Users. BellSouth will reestablish service for Aeneas upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Aeneas is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15)

days after Aeneas's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Aeneas's service will be disconnected.

1.8

ISSUE 11:

Aeneas Proposed Language:

BellSouth has traditionally imposed an onerous bond requirement on Aeneas without being required to have a reason. This may have been appropriate when we first started working together, however, Aeneas has proven its financial and managerial abilities and has a track history of making timely payments for services. We suggest borrowing language resembling BellSouth's proposed language to allow a return of any deposit upon a twelve month history of timely payment. BellSouth is currently past due on several credits owed and Aeneas takes the positing that it is time this deposit requirement became reciprocal.

Deposit Policy: Either party to this agreement may, in order to safeguard its interests when in its discretion it feels 'insecure', only require the other party which has a proven history of late payments their company or to other similarly situated companies to make a deposit prior to or at any time after the provision of service to be held by the insecure party as a guarantee of the payment of rates, charges, refunds, credits or other considerations due. Disputed payments are not "late payments" for purposes of this section unless the dispute is decided against a party by the Authority. The deposit may be in the form of cash, an Irrevocable Letter of Credit, Surety Bond or, in the alternative, some other form of security such as a UCC-1 filing on 'accounts receivable and proceeds'. No such deposit shall be required of a customer which is a successor of a company which has established credit and has no significant history of late payments. Such deposit may not exceed the actual or estimated rates and charges or considerations due for a two month period.

The fact that a deposit has been made in no way relieves either party from complying with the other party's regulations as to the prompt payment of bills. At such time as the provision of service is terminated, the amount of any deposits will be credited to the appropriate parties' account and any credit balance will be refunded

Such a deposit will be refunded or credited to a party's account when a depositor has established a one-year prompt payment record at any time prior to the termination of the provision of service. In the case of cash deposits, for the period the deposit is held, the depositor will receive simple interest at the rate of 1% per month (.000329 per day) or 12% annually. The rate will be calculated from the date the deposit is received up to and including the date such deposit is credited to the depositor's account or refunded. Should a deposit be credited to an account, no interest will accrue on the deposit from the date such deposit is credited to the depositor's account

If any party feels that this provision is being misapplied or abused, such party, may petition the Authority for appropriate relief.

BellSouth Proposed Language:

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

- 1.9 **Notices.** Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Aeneas, shall be forwarded to the individual and/or address provided by Aeneas in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Aeneas as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Aeneas to BellSouth's billing organization, the notice of discontinuance of services purchased by Aeneas under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.
- 1.10 **Rates.** Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized

Message Distribution Service (CMDs) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Aeneas shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the

Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Aeneas by BellSouth will be in accordance with the methods and practices regularly 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.
- 3.2 Aeneas shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Aeneas on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 Aeneas must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Aeneas must request that BellSouth establish a unique hosted RAO code for Aeneas. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from Aeneas that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Aeneas shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 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 Aeneas.
- 3.7 All data received from Aeneas that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from Aeneas that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Aeneas and will forward them to Aeneas on a daily basis for processing.

- 3.10 Transmission of message data between BellSouth and Aeneas will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Aeneas for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Aeneas will be responsible for ordering the circuit and coordinating the installation with BellSouth. Aeneas is 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 data 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 Aeneas. Additionally, all message toll charges associated with the use of the dial circuit by Aeneas will be the responsibility of Aeneas. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Aeneas end for the purpose of data transmission will be the responsibility of Aeneas.
- 3.10.2 If Aeneas utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Aeneas.
- 3.11 All messages and related data exchanged between BellSouth and Aeneas will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Aeneas will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for Aeneas to send data to BellSouth more than sixty (60) days past the message date(s), Aeneas will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Aeneas, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data 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 historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar

months of the resolution of the amount owed, or as mutually agreed upon by the Parties.

- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Aeneas, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Aeneas of the error. Aeneas 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, Aeneas will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Aeneas with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, 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 Section 3.
- 3.18 Intercompany Settlements Messages
 - 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Aeneas as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Aeneas and the involved company(ies), unless that company is participating in NICS.
 - 3.18.2 Both traffic that originates outside the BellSouth region by Aeneas and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Aeneas, is covered by CATS. Also covered is traffic that either is originated by or billed by Aeneas, involves a company other than Aeneas, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
 - 3.18.3 Once Aeneas is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
 - 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Aeneas. BellSouth will distribute copies of these reports to Aeneas on a monthly basis.
 - 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Aeneas. BellSouth will distribute copies of these reports to Aeneas on a monthly basis.

- 3.18.6 BellSouth will collect the revenue earned by Aeneas from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Aeneas. BellSouth will remit the revenue billed by Aeneas to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Aeneas. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Aeneas via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Aeneas 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 Aeneas. BellSouth will remit the revenue billed by Aeneas 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 Aeneas via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and Aeneas agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from Aeneas, BellSouth will provide the Optional Daily Usage File (ODUF) service to Aeneas pursuant to the terms and conditions set forth in this section.
- 4.2 Aeneas shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Aeneas customer.
- 4.4 Charges for the ODUF will appear on Aeneass' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Aeneas will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of Aeneas will be the responsibility of Aeneas. If, however, Aeneas should encounter significant volumes of errored messages that prevent processing by Aeneas within its systems, BellSouth will

work with Aeneas to determine the source of the errors and the appropriate resolution.

- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Aeneas:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages
 - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 4.7.1.1.10 Credit/Cancel Records
 - 4.7.1.1.11 Usage for Voice Mail Message Service
 - 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
 - 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Aeneas.
 - 4.7.1.4 In the event that Aeneas detects a duplicate on ODUF they receive from BellSouth, Aeneas will drop the duplicate message and will not return the duplicate to BellSouth.
 - 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to Aeneas via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a

variable block format. The data on the ODUF 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.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Aeneas for the purpose of data transmission as set forth in Section 3.10.1 above.

4.7.2.3 If Aeneas utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Aeneas.

4.7.3 ODUF Packing Specifications

4.7.3.1 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.

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

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 Aeneas 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. Aeneas will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Aeneas by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 Aeneas will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Aeneas'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 Aeneas for reasons stated in the above section.

4.7.6 ODUF Testing

- 4.7.6.1 Upon request from Aeneas, BellSouth shall send ODUF test files to Aeneas. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Aeneas set up a production (live) file. The live test may consist of Aeneas's employees making test calls for the types of services Aeneas requests on ODUF. These test calls are logged by Aeneas, 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. ACCESS DAILY USAGE FILE

- 5.1 Upon written request from Aeneas, BellSouth will provide the Access Daily Usage File (ADUF) service to Aeneas pursuant to the terms and conditions set forth in this section.
- 5.2 Aeneas shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that Aeneas has purchased from BellSouth
- 5.4 Charges for ADUF will appear on Aeneas's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Aeneas will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of Aeneas will be the responsibility of Aeneas. If, however, Aeneas should encounter significant volumes of errored messages that prevent processing by Aeneas within its systems, BellSouth will work with Aeneas to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages To Be Transmitted
- 5.6.1 The following messages recorded by BellSouth will be transmitted to Aeneas:
- 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Aeneas.

- 5.6.3 In the event that Aeneas detects a duplicate on ADUF they receive from BellSouth, Aeneas will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to Aeneas via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. 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.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Aeneas for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If Aeneas utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Aeneas.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 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.
 - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Aeneas which BellSouth RAO is sending the message. BellSouth and Aeneas will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Aeneas and resend the data as appropriate.
The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 Aeneas 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. Aeneas will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Aeneas by BellSouth.
- 5.6.7 ADUF Control Data

5.6.7.1 Aeneas will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Aeneas'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 Aeneas for reasons stated in the above section.

5.6.8 ADUF Testing

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

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from Aeneas, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Aeneas pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 Aeneas shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on Aeneas's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Aeneas will be billed at the EODUF rates that are in effect at the end of the previous month.

6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to Aeneas:

6.7.1.1.1 Customer usage data for flat rated local call originating from Aeneas's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

- 6.7.1.1.2 Date of Call
- 6.7.1.1.3 From Number
- 6.7.1.1.4 To Number
- 6.7.1.1.5 Connect Time
- 6.7.1.1.6 Conversation Time
- 6.7.1.1.7 Method of Recording
- 6.7.1.1.8 From RAO
- 6.7.1.1.9 Rate Class
- 6.7.1.1.10 Message Type
- 6.7.1.1.11 Billing Indicators
- 6.7.1.1.12 Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Aeneas.
- 6.7.1.3 In the event that Aeneas detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Aeneas will drop the duplicate message (Aeneas will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to Aeneas over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Aeneas's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF 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).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Aeneas for the purpose of data transmission. Where a dedicated line is required, Aeneas will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Aeneas 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 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 Aeneas. Additionally, all message toll

charges associated with the use of the dial circuit by Aeneas will be the responsibility of Aeneas. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Aeneas's end for the purpose of data transmission will be the responsibility of Aeneas.

6.7.3 Packing Specifications

6.7.3.1 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.

6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Aeneas which BellSouth RAO is sending the message. BellSouth and Aeneas will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Aeneas and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/EODUF/CMD5 - Tennessee														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7			Exhibit: A
					Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
							Rec	First						
ODUF/ADUF/EODUF/CMD5														
	ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message			N/A	0.004									
	ADUF: Data Transmission (CONNECT:DIRECT), per message			N/A	0.001									
OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message			N/A	0.0000044									
	ODUF: Message Processing, per message			N/A	0.0027366									
	ODUF: Message Processing, per Magnetic Tape provisioned			N/A	52.75									
	ODUF: Data Transmission (CONNECT:DIRECT), per message			N/A	0.0000339									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)														
	CMD5: Message Processing, per message			N/A	0.004									
	CMD5: Data Transmission (CONNECT:DIRECT), per message			N/A	0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
	EODUF: Message Processing, per message			N/A	0.004									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.														

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The following Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 1.00**

Issue Date: December 1, 2002

Introduction

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

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), the Florida Public Service Commission Order (Docket 000121-TP), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

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

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

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

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<http://pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

1. Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.



Report Delivery Methods

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

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Section 1: Operations Support Systems (OSS)

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

Definition

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

Exclusions

Syntactically incorrect queries.

Business Rules

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

The date/time stamp shall begin when BST receives a query at the BellSouth Gateway and shall end when the query is transmitted from the BST Gateway (applies to both TAG and LENS). For BellSouth, the response interval starts when the client application (RNS or ROS) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

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

Average Response Time = c ÷ d

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

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • CRIS (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Parity + 2 seconds

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

Table 1: Legacy System Access Times For RNS

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

Table 2: Legacy System Access Times For ROS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

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

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	TAG-CSR	CSR	x	x	x	x	x
P/SIMS	PSIM/ORB	Feature/Service	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

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

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

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • CRIS (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Parity + 2 Seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)
SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
Atlas	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
CRSECSRL		LENS
TAG-CSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB, COFFI		LENS, TAG

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

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

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

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

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

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

Interface Availability (Pre-Ordering/Ordering) = $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• $\geq 99.5\%$

OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x
DOE	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
RNS	BellSouth	x
ROS	BellSouth	x

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x

OSS Interface	Applicable to	% Availability
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x

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

OSS-3: Interface Availability (Maintenance & Repair)

Definition

This measures the percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BellSouth interface systems and for the legacy systems accessed by them are captured.

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

This measure is designed to compare the OSS availability versus scheduled availability of BellSouth's legacy systems.

Note: Only full outages are used in the calculation of Application Availability. A full outage is incurred when any of the following circumstances exists:

- The application or system is down.
- The application or system is inaccessible, for any reason, by the customers who normally access the application or system.
- More than one work center cannot access the application or system for any reason.
- When only one work center accesses an application or system and 40% or more of the clients in that work center cannot access the application.
- When 40% of the functions the clients normally perform or 40% of the functionality that is normally provided by an application or system is unavailable.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-3: Interface Availability (Maintenance & Repair)

OSS-4: Response Interval (Maintenance & Repair)

Definition

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

Exclusions

None

Business Rules

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

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

Calculation

OSS Response Interval = (a - b)

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

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

- c = Number of Response Intervals in category "X"
 - d = Number of Queries Submitted in the Reporting Period
- where, "X" is ≤ 4, > 4 ≤ 10, ≤ 10, > 10, or > 30 seconds.

Average Interval = (e ÷ f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Average Interval

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count					
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30	Avg. Int.
CRIS	x	x	x	x	x	x	x
DLETH	x	x	x	x	x	x	x
DLR	x	x	x	x	x	x	x
LMOS	x	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x	x
LNP	x	x	x	x	x	x	x
MARCH	x	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x	x
Predictor	x	x	x	x	x	x	x
SOCS	x	x	x	x	x	x	x
NIW	x	x	x	x	x	x	x

OSS-4: Response Interval (Maintenance & Repair)

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• Average Interval

PO-1: Loop Makeup - Response Time - Manual

Definition

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

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekends are excluded from the interval calculation.
- Canceled Inquiries

Business Rules

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

This measurement combines three intervals:

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

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

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

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

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

Average Interval = (c ÷ d)

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

Percent within interval = (e ÷ f) X 100

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

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 - ≤ 1 day
 - >1 - ≤ 2 days
 - >2 - ≤ 3 days

- 0 - ≤ 3 days
- >3 - ≤ 6 days
- >6 - ≤ 10 days
- > 10 days

- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

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

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

Definition

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

Exclusions

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

Business Rules

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

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

Calculation

Response Interval = (a - b)

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

Average Interval = (c ÷ d)

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

Percent within interval = (e ÷ f) X 100

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

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract• Response Interval• Regional Scope	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Loop	Benchmark <ul style="list-style-type: none">• 95% ≤ 1 Minute

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Loop	<ul style="list-style-type: none">• 95% ≤ 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time a Message/LSR is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

None

Business Rules

The process includes EDI & TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented.

Calculation

Response Interval = (a - b)

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

Average Response Interval = (c ÷ d)

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

Reporting Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – ≤10 minutes
 - > 10 – ≤20 minutes
 - > 20 – ≤30 minutes
 - 0 – ≤ 30 minutes
 - > 30 – ≤45 minutes
 - > 45 – ≤60 minutes
 - > 60 – ≤120 minutes
 - > 120 minutes
- Average interval for electronically submitted LSRs in minutes

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none">• EDI	<ul style="list-style-type: none">• EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none">• TAG	<ul style="list-style-type: none">• TAG – 95% ≤ 30 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI	<ul style="list-style-type: none">• EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none">• TAG	<ul style="list-style-type: none">• TAG – 95% ≤ 30 Minutes

O-2: Acknowledgement Message Completeness

Definition

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

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = $(a \div b) \times 100$

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

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

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

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

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

O-2: Acknowledgement Message Completeness

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

Definition

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

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout

Business Rules

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

Definitions:

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

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

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

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

* See "LSR Flow-Through Matrix" on page 15. for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

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

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

Calculation

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

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

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

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

Report Structure

- CLEC Aggregate
 - Region

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

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

Definition

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

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout

Business Rules

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

Definitions:

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

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

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

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

* See "LSR Flow-Through Matrix" on page 15. for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

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

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

Calculation

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

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

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

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

Report Structure

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

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%

SQM Level of Disaggregation	SQM Analog/Benchmark ^a
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

O-5: Flow-Through Error Analysis

Definition

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

Exclusions

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

Business Rules

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

Calculation

Total for each error type.

Report Structure

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

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

O-6: CLEC LSR Information

Definition

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

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

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

Calculation

Not Applicable

Report Structure

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

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Not Applicable	<ul style="list-style-type: none">• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

LSR Flow Through Matrix

LSR Flow Through Matrix

	Product Type	Rectype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DS1 digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y

	Product Type	Rectype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
ESSX	C	P	C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y

LSR Flow Through Matrix

	Product Type	Rectype	ACT Type	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note²: The TAG column includes those LSRs submitted via Robo TAG.

Note³: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. government, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listing indentions and captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note⁴: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note⁵: EELs are manually ordered.

Note⁶: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

Note: The Flow Through Matrix is continually being updated and expanded with additional information about the listed products and services. BellSouth will not change any "Yes" designation to "No" without commission approval. The most current pre-approved matrix will be posted to the PMAP web site (www.pmap.bellsouth.com).

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules

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

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

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

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

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

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

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

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

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> • Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

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

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

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 P.M. until 8:00 A.M.
From 4:30 P.M. Friday until 8:00 A.M. Monday

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

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

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

Business Rules

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

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

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

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

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Reject Interval = (a - b)

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

Average Reject Interval = (c ÷ d)

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

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

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

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - ≤ 4 minutes
 - > 4 - ≤ 8 minutes
 - > 8 - ≤ 12 minutes
 - > 12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - > 1 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 12 hours
 - > 12 - ≤ 16 hours
 - > 16 - ≤ 20 hours
 - > 20 - ≤ 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - ≤ 1 hour
 - > 1 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - > 10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - > 18 - ≤ 24 hours
 - > 24 hours
- Non-mechanized:
 - 0 - ≤ 1 hour
 - > 1 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 12 hours
 - > 12 - ≤ 16 hours
 - > 16 - ≤ 20 hours
 - > 20 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - > 24 hours
- Trunks:
 - 0 - ≤ 36 hours
 - > 36 hours
- Average Interval is reported in business hours.

Data Retained

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

O-8: Reject Interval

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> Resale – Residence Resale – Business Resale – Design (Special) Resale PBX Resale Centrex Resale ISDN LNP Standalone INP Standalone 2W Analog Loop Design 2W Analog Loop Non-Design 2W Analog Loop with INP Design 2W Analog Loop with INP Non-Design 2W Analog Loop with LNP Design 2W Analog Loop with LNP Non-Design UNE Digital Loop < DS1 UNE Digital Loop ≥ DS1 UNE Loop + Port Combinations UNE Combination Other UNE ISDN Loop UNE Other Design UNE Other Non-Design UNE Line Splitting EELs Switch Ports UNE xDSL (ADSL, HDSL, UCL) Line Sharing Local Interoffice Transport 	<ul style="list-style-type: none"> Fully Mechanized: <ul style="list-style-type: none"> 97% ≤ 1 Hour Partially Mechanized: <ul style="list-style-type: none"> 95% ≤ 10 Hours Non-Mechanized: - 95% ≤ 24 Hours
<ul style="list-style-type: none"> Local Interconnection Trunks 	<ul style="list-style-type: none"> Trunks: 95% ≤ 36 Hours

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Fully Mechanized 	<ul style="list-style-type: none"> 97% ≤ 1 hour

SEEM Disaggregation	SEEM Analog/Benchmark
• Partially Mechanized	• 95% ≤ 10 hours
• Non-Mechanized	• 95% ≤ 24 hours
• Local Interconnection Trunks	• 95% ≤ 36 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation. The interval will include an electronic facilities check.

Exclusions

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

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

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

Local Interconnection Service Center (LISC) - From 4:30 P.M. Friday until 8:00 A.M. Monday (ASRs received after 2:00PM will be counted as if received at 8:00AM the next business day.)

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

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

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

Business Rules

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

Calculation

Firm Order Confirmation Interval = (a - b)

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

Average FOC Interval = (c ÷ d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e ÷ f) X 100

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

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - ≤ 15 minutes
 - > 15 - ≤ 30 minutes
 - > 30 - ≤ 45 minutes
 - > 45 - ≤ 60 minutes
 - > 60 - ≤ 90 minutes
 - > 90 - ≤ 120 minutes
 - > 120 - ≤ 180 minutes
 - 0 - ≤ 3 hours
 - > 3 - ≤ 6 hours
 - > 6 - ≤ 12 hours
 - > 12 - ≤ 24 hours
 - > 24 - ≤ 48 hours
 - > 48 hours
- Partially Mechanized:
 - 0 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - > 10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - > 18 - ≤ 24 hours
 - > 24 - ≤ 48 hours
 - > 48 hours
- Non-mechanized:
 - 0 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 12 hours
 - > 12 - ≤ 16 hours
 - 0 - ≤ 24 hours
 - > 16 - ≤ 20 hours
 - > 20 - ≤ 24 hours
 - > 24 - ≤ 36 hours
 - 0 - ≤ 36 hours
 - > 36 - ≤ 48 hours
 - > 48 hours
- Trunks:
 - 0 - ≤ 48 hours
 - > 48 hours
- Average Interval is reported in business hours

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport 	<ul style="list-style-type: none"> • Fully Mechanized: - 95% ≤ 3 Hours • Partially Mechanized: <ul style="list-style-type: none"> - 95% ≤ 10 Hours • Non-Mechanized: - 95% ≤ 24 Hours
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Trunks: 95% ≤ 48 Hours

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% ≤ 3 Hours
• Partially Mechanized	• 95% ≤ 10 Hours
• Non-Mechanized	• 95% ≤ 24 Hours
• Local Interconnection Trunks	• 95% ≤ 48 Hours

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

Definition

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

Exclusions

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

Business Rules

This measurement combines four intervals:

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

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

FOC Timeliness Interval = (a - b)

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

Average Interval = (c ÷ d)

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

Percent Within Interval = (e ÷ f) X 100

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

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Intervals
 - 0 – ≤ 3 days
 - > 3 – ≤ 5 days
 - 0 – ≤ 5 days
 - > 5 – ≤ 7 days
 - > 7 – ≤ 10 days
 - > 10 – ≤ 15 days
 - > 15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

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

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified.

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

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

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

For CLEC Results:

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

Calculation

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

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

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report month <ul style="list-style-type: none">• Total number of LSRs• Total number of rejects• Total number of ASRs (Trunks)• Total number of FOCs	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Returned

O-11: Firm Order Confirmation and Reject Response Completeness

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized • Partially Mechanized • Non-Mechanized • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

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

Calculation

Speed of Answer in Ordering Center = $(a \div b)$

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

Report Structure

Aggregate

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

Note: Combination of Residence Service Center and Business Service Center data under development

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Mechanized Tracking Through LCSC Automatic Call Distributor	<ul style="list-style-type: none">• Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• CLEC Local Carrier Service Center• BellSouth<ul style="list-style-type: none">- Business Service Center- Residence Service Center	<ul style="list-style-type: none">• Parity With Retail

O-12: Speed of Answer in Ordering Center

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

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

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

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

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

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

Calculation

Mean Held Order Interval = $a \div b$

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

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)
- Dispatch/Non-Dispatch

Data Retained

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

SQM Disaggregation - Analog/Benchmark

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

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

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

Definition

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

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

Exclusions

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

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date.

Calculation

Jeopardy Interval = a - b

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

Average Jeopardy Interval = c ÷ d

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

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

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

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

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

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

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

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

P-3: Percent Missed Initial Installation Appointments

(This metric was not ordered by FPSC)

Definition

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

Exclusions

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

Business Rules

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

Calculation

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

P-3: Percent Missed Initial Installation Appointments

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

P-3: Percent Missed Initial Installation Appointments

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

Definition

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

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D) & From (F) orders
- End User Misses

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be excluded and reported separately. The "due date" is the commitment time (if applicable) on the confirmed due date.

Calculation

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

- a = Number of Appointments in Reporting Period past the Original (Date/Time as applicable) Committed and Subsequent Committed Due Date
- b = Number of Appointments on Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits \geq 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	• ADSL Provided to Retail - Without Conditioning - With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

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

(This metric not ordered by the FPSC)

Definition

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

Exclusions

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

Business Rules

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

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c ÷ d)

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

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,3,4,5,5+
- UNE and Design reported in day intervals = 0-5,5-10,10-15,15-20,20-25,25-30, ≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	- ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

Definition

The "Order Completion And Completion Notice Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers and notice of completion to the CLEC on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

Business Rules

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

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Date and Time Completion Notice is sent
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c ÷ d)

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

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design
- Mechanized/Non-Mechanized (Non-Mechanized is not applicable to BellSouth)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	- ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	- ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Disaggregation	SEEM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-5: Average Completion Notice Interval

Definitions

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

Exclusions

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

Business Rules

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

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

Calculation

Completion Notice Interval = (a - b)

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

Average Completion Notice Interval = c ÷ d

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

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

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

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

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

Definition

The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

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

Business Rules

For CLEC Results:

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

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

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

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

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop Design With LNP • 2W Analog Loop Non-Design With LNP • 2W Analog Loop Design With INP • 2W Analog Loop Non-Design With INP • UNE Digital Loop < DS1 • UNE Digital Loop ≥DS1 • UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch In - Switch Based • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN (Includes UDC) • UNE Line Sharing • UNE Line Splitting • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks • EELS 	<ul style="list-style-type: none"> • ≤ 5%

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

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

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

P-7: Coordinated Customer Conversions Interval

Definition

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

Exclusions

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

Business Rules

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

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

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

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

Report Structure

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

Data Retained

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

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Unbundled Loops with INP• Unbundled Loops with LNP	<ul style="list-style-type: none">• 95% ≤ 15 minutes• 95% ≤ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Unbundled Loops With INP• Unbundled Loops With LNP	<ul style="list-style-type: none">• 95% ≤ 15 minutes• 95% ≤ 15 minutes

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

Definition

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

Exclusions

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

Business Rules

This report measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

A Hot Cut is considered complete when one of the following occurs:

1. BellSouth performs the hot cut, notifies the CLEC by telephone.
2. BellSouth performs the hot cut and attempts to notify the CLEC by telephone, but receives no answer and leaves a phone message.

Calculation

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

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

Interval = $(c - d)$

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

Average Interval = $(e \div f)$

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

Report Structure

- CLEC Specific
 - CLEC Aggregate
- Reported in intervals of early, on time and late cuts % ≤ 15 minutes; % >15 minutes, ≤30 minutes; % >30 minutes, plus Overall Average Interval