

4. Occupancy

- 4.1 BellSouth will notify Vo2 in writing when the Collocation Space is ready for occupancy (Space Ready Date). Vo2 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 Vo2's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will 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 Vo2 completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Vo2's acceptance of the Collocation Space (Space Acceptance Date). In the event Vo2 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Vo2 on the Space Ready Date and billing will commence from that date. If Vo2 decides to occupy the space prior to the Space Ready Date, the date Vo2 occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Vo2 must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, Vo2'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, Vo2 may terminate its occupancy of 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 Vo2 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Vo2 signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Vo2 jointly conduct an inspection, confirming that Vo2 has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Tennessee. The particular disconnect fees that would apply are contained in Exhibit B of this Attachment. BellSouth may terminate Vo2's right to occupy Collocation Space in the event Vo2 fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

- 4.2.1 Upon termination of occupancy, Vo2, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Vo2 from the Collocation Space. Vo2 shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Vo2's Guest(s), unless Vo2'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 Vo2 removal date. Vo2 shall continue the payment of all monthly recurring charges to BellSouth until the date Vo2, and if applicable Vo2's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Vo2 or Vo2's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Vo2 or Vo2's Guest(s), in any manner that BellSouth deems fit, at Vo2's expense and with no liability whatsoever for Vo2's property or Vo2's Guest(s)'s property. Upon termination of Vo2's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Vo2 shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Vo2, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Vo2'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, BellSouth's Central Office Record Drawings and ERMA Records. Vo2 shall be responsible for the cost of removing any Vo2 constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date 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 UNEs 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 BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's UNEs 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 a BellSouth 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 Vo2's failure to comply with this Section.
- 5.1.3 Vo2 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 Vo2 submits an application for terminations that will exceed the total capacity of the collocated equipment, Vo2 will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, Vo2 will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be defined as "Secured Equipment". If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.2 Vo2 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 BellSouth Premises.
- 5.3 Vo2 shall place a plaque or affix other identification (e.g., stenciling) to Vo2's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Vo2's equipment in the case of an emergency.
- 5.4 Entrance Facilities. Vo2 may elect to place Vo2-owned or Vo2-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are

physically accessible by both Parties. Vo2 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Vo2 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 Vo2's equipment in the Collocation Space. In the event Vo2 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Vo2 must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Vo2 is responsible for the maintenance of the entrance facilities. At Vo2'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.

- 5.4.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Vo2 for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Vo2 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 the installation of a second entrance facility to Vo2's Collocation Space. 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 Vo2 in the Application Response.
- 5.4.2 Shared Use. Vo2 may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Vo2's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Vo2 must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Vo2-provided riser cable to the spare capacity on the entrance facility. If Vo2 desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Vo2 authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Vo2's entrance facility.
- 5.5 Demarcation Point. In Tennessee, BellSouth will designate the point(s) of demarcation between Vo2'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 Vo2-provided POT Bay in a common area within the BellSouth Premises. Vo2 shall be responsible for providing,

and Vo2's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Vo2's Collocation Space and the demarcation point. Vo2, its agent, or Vo2's BellSouth Certified Supplier 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 its own Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, if Vo2 desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

- 5.6 Vo2's Equipment and Facilities. Vo2, or if required by this Attachment, Vo2'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 Vo2 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. Vo2 and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Vo2's Collocation Space. BellSouth retains the right to access Vo2'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 Vo2 at least forty-eight (48) hours before access to Vo2's Collocation Space is required. Vo2 may elect to be present whenever BellSouth performs work in the Vo2's Collocation Space. The Parties agree that Vo2 will not bear any of the expense associated with this type of work.
- 5.8 Access. Pursuant to Section 12, Vo2 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Vo2 agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Vo2 or Vo2's Guest(s) 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. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Vo2 and returned to BellSouth Access Management within fifteen (15) calendar days of Vo2's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Vo2 agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Vo2's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation

- with Vo2 ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.
- 5.9.1 BellSouth will permit one (1) accompanied site visit to Vo2's designated Collocation Space, after receipt of the BFFO, without charge to Vo2. Vo2 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date Vo2 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Vo2 may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Vo2 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 Vo2 to access the Collocation Space accompanied by a security escort, at Vo2's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Vo2 must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Devices. Vo2 shall immediately notify BellSouth in writing when any of its Access Keys have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access card as a result of a lost or stolen Access Device(s) or for failure of Vo2's employees, suppliers, agents or Guest(s) to return an Access Device(s), Vo2 shall pay for the costs of re-keying or deactivating the Access card pursuant to the fees set forth in Exhibit B.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Vo2 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 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 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 Vo2 violates the provisions of this paragraph, BellSouth shall provide written notice to Vo2, which shall direct Vo2 to cure the violation within forty-eight (48) hours of Vo2's receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and 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 Collocation Space.
- 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 Vo2 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 Vo2's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Vo2 prior to the taking of such action and BellSouth shall have no liability to Vo2 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 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 Vo2 fails to take curative action within forty-eight (48) hours of Vo2's receipt of written notice, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Vo2 or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Vo2 is significantly degrading the performance of other advanced services or traditional voice band services, Vo2 shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of 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.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Vo2 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 Vo2 at any time. Any damage caused to the Collocation Space by Vo2's employees, suppliers, agents or representatives during the installation or removal of such property shall be promptly repaired by Vo2 at its sole expense. If Vo2 decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and Vo2's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Vo2 an Administrative Only Application Fee as set forth in Exhibit B. This NRC fee will be billed on the date that BellSouth provides an Application Response to Vo2.
- 5.12 Alterations. Under no condition shall Vo2 or any person acting on behalf of Vo2 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 BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or

other alteration shall be paid by Vo2, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, which will be billed by BellSouth on the date that BellSouth provides Vo2 with an Application Response.

- 5.13 Janitorial Service. Vo2 shall be responsible for the general upkeep of its Collocation Space. Vo2 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 BellSouth Premises-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 Vo2 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 Vo2's or Vo2's Guest's(s') initial equipment placement, Vo2 shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. 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 Vo2 and will be billed by BellSouth on the date BellSouth provides Vo2 with an Application Response.
- 6.3 Subsequent Application. In the event Vo2 or Vo2's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Vo2 shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.13 of this Attachment. The Subsequent Application will be 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 alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by Vo2 in the application. Such modifications to the BellSouth 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 Vo2 shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require 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. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have 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 Vo2 to submit the Subsequent Application with an Initial Application Fee. The appropriate NRC application fee will be billed on the date BellSouth provides Vo2 with an Application Response.
- 6.4 Space Preferences. If Vo2 has previously requested and received a Space Availability Report for the BellSouth Premises, Vo2 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 Vo2's preference(s), Vo2 may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same CO. 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 Vo2 with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 BellSouth will respond to a Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions 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 Vo2 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 Vo2 or space that is configured differently, if Vo2 decides to accept the available space, Vo2 must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.2 Denial of Application. If BellSouth notifies Vo2 that no space is available (Denial of Application), BellSouth will not assess an application fee to Vo2. After notifying Vo2 that there is no available space in the requested BellSouth Premises, BellSouth will allow Vo2, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises 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 appropriate 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 Vo2 to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth 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 website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response. In Tennessee, 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 Vo2 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 Vo2 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.
- 6.10 Application Modifications. 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 Vo2, or as 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 Vo2 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 in which 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 Vo2 to submit the application with an Initial Application Fee. The appropriate NRC application fee will be billed on the date BellSouth provides Vo2 with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 Vo2 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Vo2's Bona Fide Application or Vo2's application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Vo2's BFFO. BellSouth will acknowledge the receipt of Vo2's BFFO within seven (7) calendar days of receipt, so that Vo2 will have positive confirmation from BellSouth 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 Tennessee, BellSouth will complete construction of physical Collocation Space 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 virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space 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 provisioning interval and BellSouth and Vo2 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 When Vo2 adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in Vo2's operation.

- 7.2 Joint Planning. Joint planning between BellSouth and Vo2 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 BFFO. The Collocation Space completion interval will be provided to Vo2 during the joint planning meeting.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Vo2 will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event Vo2 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Vo2 on the Space Ready Date. BellSouth will correct any deviations to Vo2's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Vo2 prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Vo2 has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Vo2 prior to the Provisioning Interval for those BellSouth Premises in which Vo2 has physical Collocation Space with a POT bay provided by Vo2 or virtual Collocation Space, until Vo2 provides BellSouth with the following information:
- For physical Collocation Space with a Vo2-provided POT bay, Vo2 shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.
- For virtual Collocation Space, Vo2 shall provide BellSouth with a complete layout of Vo2's equipment on an 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 Vo2's BellSouth Certified Supplier.
- 7.5.1 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Vo2. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the 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.

- 7.5.2 BellSouth will bill Vo2 a NRC charge, as set forth in Exhibit B, each time Vo2 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Vo2.
- 7.6 Use of BellSouth Certified Supplier. Vo2 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Vo2 and Vo2's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Vo2 must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Vo2 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Vo2's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and Vo2 upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Vo2's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Vo2 or any supplier proposed by Vo2 and will not unreasonably withhold certification. All work performed by or for Vo2 shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Vo2 shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Vo2's Collocation Space. Upon request, BellSouth will provide Vo2 with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Vo2. 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 BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Vo2 may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services currently being terminated in the virtual collocation arrangement. If BellSouth knows when additional space for physical collocation may become available at the BellSouth Premises requested by Vo2, such information will be provided to Vo2 in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to Vo2 within one hundred eighty (180) calendar days of BellSouth's written denial of Vo2's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Vo2 was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then Vo2 may relocate its virtual

- collocation arrangement to a physical collocation arrangement and will receive a credit for any NRC charges previously paid for such virtual Collocation Space. Vo2 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.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 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 Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. BellSouth will complete virtual to physical conversions (in-place) within thirty (30) calendar days from receipt of the BFFO. BellSouth will bill Vo2 an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Vo2.
- 7.10 Cancellation. If at any time prior to space acceptance, Vo2 cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable NRC charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if Vo2 cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Vo2 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 firm order not been cancelled.
- 7.11 Licenses. Vo2, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 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 a NRC application fee via a service order on the date BellSouth responds pursuant to Section 6.10 (Application Response).
- 8.1.1 In Tennessee, the application fee for caged Collocation Space is the planning fee for both Initial Applications and Subsequent Applications placed by Vo2. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by Vo2. BellSouth will bill

- the appropriate NRC application fee on the date that BellSouth provides an Application Response to Vo2.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This NRC fee will be billed by BellSouth upon receipt of Vo2's BFFO.
- 8.3 Recurring Charges. If Vo2 has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Vo2 fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Vo2 occupies the space prior to the Space Ready Date, the date Vo2 occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a NRC charge for Firm Order Processing and monthly recurring charges for CO 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. Vo2 shall remit payment of the NRC Firm Order Processing fee coincident with the submission of a BFFO. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, design and modification costs for network, building and support systems, etc. In the event Vo2 opts for cageless space, the space preparation fees will be assessed based on the total square footage of floor space dedicated to Vo2 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 BellSouth Premises, but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Vo2 shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 100 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, Vo2 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Vo2's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Vo2 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 Vo2's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) upon Vo2's request within the BellSouth Premises;

however, the determination of whether BellSouth will permit the power configuration requested by Vo2 will be made at BellSouth's sole discretion, which shall not be unreasonably withheld. BellSouth will revise Vo2's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Vo2'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 Vo2 certifying the completion of the power reduction work, including the removal of the power cabling by Vo2'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 Vo2's BellSouth Certified Supplier. Likewise, when obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized) and installed by Vo2's BellSouth Certified Supplier. Vo2 is responsible for contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth power board to Vo2's equipment. The determination of whether Vo2's requested DC power will be provided from the BellSouth BDFB or BellSouth power board will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Vo2 must provide BellSouth with a copy of the engineering power specifications prior to the day on which Vo2'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 Vo2's Collocation Space. Vo2 shall contract with a BellSouth Certified Supplier who will be responsible for the following power provisioning activities: installing, removing or replacing dedicated power cable support structure within Vo2's arrangement, power cable feeds, and terminations of cable. A BellSouth Certified Supplier must perform all terminations at a BellSouth power board. Vo2 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 Vo2 elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Vo2'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 Vo2's BellSouth Certified Supplier, except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Vo2'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 Vo2's option, Vo2 may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, monthly 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 Vo2's equipment or space enclosure. Vo2 shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Vo2's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, NRC charges for -48V DC power distribution will be based on the costs associated with collocation power plant investment and the associated infrastructure.
- 8.6.4 If Vo2 desires to reduce the amount of power that it has requested from BellSouth, Vo2 must submit a Subsequent Application for this power reduction. If no other modifications to the Collocation Space are requested other than the reduction in power, the Power Reduction Only, Application fee, as set forth in Exhibit B, will apply. If other modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate NRC application fee on the date BellSouth provides an Application Response to Vo2.
- 8.7 Security Escort. A security escort will be required whenever Vo2 or its approved agent desires access to the entrance manhole or must have access to a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.9 prior to completing BellSouth's Security Training requirements. The rates for security escort service are assessed, beginning with the scheduled escort time, pursuant to the fee schedule in Exhibit B. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Vo2 shall pay for such half-hour charges in the event Vo2 fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to add or change existing cable records assigned to Vo2 in BellSouth's database 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. The Cable Record charges are assessed as NRC fees, and will be billed upon receipt of Vo2'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 Vo2 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 Vo2 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 Vo2's real and personal property situated on or within BellSouth's CO location(s).
- 9.2.4 Vo2 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 Vo2 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 Vo2 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Vo2's property has been removed from BellSouth's Premises, whichever period is longer. If Vo2 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Vo2.
- 9.5 Vo2 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. Vo2 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Vo2's insurance company. Vo2 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 Vo2 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 Vo2's net worth exceeds five hundred million dollars (\$500,000,000), Vo2 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. Vo2 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 Vo2 in the event that self-insurance status is not granted to Vo2. If BellSouth approves Vo2 for self-insurance, Vo2 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Vo2's corporate officers. The ability to self-insure shall continue so long as the Vo2 meets all of the requirements of this Section. If Vo2 subsequently no longer satisfies this Section, Vo2 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 Vo2 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 Vo2), 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 Vo2's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Vo2's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Vo2 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Vo2 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, Vo2 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Vo2 employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Vo2 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. Vo2 shall not be required to perform this investigation if an affiliated company of Vo2 has performed an investigation of the Vo2 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Vo2 has performed a pre-employment statewide investigation of criminal history records of the Vo2 employee for the states/counties where the Vo2 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 Vo2 will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Vo2 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 BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Vo2's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Vo2 not possessing identification issued by Vo2 or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Vo2 shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. Vo2 shall be solely responsible for ensuring that any Guest(s) of Vo2 is in compliance with all subsections of this Section.
- 12.4 Vo2 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Vo2 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Vo2 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Vo2 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Vo2 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Vo2 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 Vo2 shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Vo2 employee or agent hired by Vo2 within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Vo2 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, Vo2 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Vo2 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Vo2 employees requiring access to a BellSouth Premises pursuant to this Attachment, Vo2 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, Vo2 shall promptly remove from the BellSouth Premises any employee of Vo2 BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Vo2 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 Vo2'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 Vo2's Security representative of such interview. Vo2 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Vo2's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Vo2 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Vo2's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Vo2 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Vo2's employees, agents, or suppliers and where Vo2 agrees, in good faith, with the results of such investigation. Vo2 shall notify BellSouth in writing immediately in the event that Vo2 discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the

- security and safety requirements of this Section. Vo2 shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's 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 Vo2'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 Vo2'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 Vo2, 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. Vo2 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 Vo2's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Vo2. Where allowed and where practical, Vo2 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Vo2 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Vo2's permitted use, until such Collocation Space is fully repaired and restored and Vo2's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Vo2 has placed an Adjacent Arrangement pursuant to Section 3.4, Vo2 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 Vo2 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 Vo2 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 Vo2 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 Vo2 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. Vo2 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Vo2 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Vo2 will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Vo2 when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Vo2 space with proper notification. BellSouth reserves the right to stop any Vo2 work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Vo2 are owned by Vo2. Vo2 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 Vo2 or different hazardous materials used by Vo2 at a BellSouth Premises. Vo2 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Vo2 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Vo2 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 Vo2 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Vo2 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Vo2 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 BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Vo2 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. Vo2 further agrees to cooperate with BellSouth to ensure that Vo2'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 Vo2, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Vo2'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 (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact 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 BellSouth's 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 Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact 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 BST Bldg Svc Center: TN (local area code) 557-6194

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 “BellSouth 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 The rates, terms, and conditions contained within this Attachment shall only apply when Vo2 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 Vo2 Remote Collocation Space 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 collocation is technically feasible, BellSouth will allow Vo2 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 Vo2 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 The number of racks/bays specified by Vo2 may contemplate a request for space sufficient to accommodate Vo2's growth within a two-year period.

1.3.2 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 Premise, 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 Vo2 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Vo2's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Vo2. Vo2 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Vo2. 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 Vo2 as above, Vo2 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Vo2 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. Vo2 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. Vo2 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Vo2's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth 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. Vo2 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 Upon request from Vo2, 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 Vo2 for a Space Availability Report must be written and must include the 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 NECA Tariff FCC No. 4. If Vo2 is unable to obtain the CLLI code for the Remote Site Location

from, for example, a site visit to the remote site, Vo2 may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Vo2 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. Vo2 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 Vo2 and inform Vo2 of the time frame under which it can respond.

- 2.2 Remote Terminal information. Upon request, BellSouth will provide Vo2 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 CO; 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 Vo2 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 Vo2, up to a maximum of thirty (30) wire centers per Vo2 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) Vo2 agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Vo2 to collocate Vo2's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Vo2 to have direct access to Vo2's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Vo2'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, Vo2 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 Vo2's expense, Vo2 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. Vo2'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 Vo2 and provide, at Vo2's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Vo2's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Vo2's BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Vo2's BellSouth Certified Supplier. Vo2 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 Vo2's locked enclosure prior to notifying Vo2 at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Vo2.
- 3.2.1 BellSouth may elect to review Vo2's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to Vo2 indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if Vo2 has indicated their desire to construct their own enclosure. If Vo2'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 Vo2'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 Vo2 to remove or correct within seven (7) calendar days at Vo2's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.3 Shared Collocation. Vo2 may allow other telecommunications carriers to share Vo2's Remote Collocation Space pursuant to terms and conditions agreed to by Vo2 (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. Vo2 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 Vo2 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 Vo2.
- 3.3.1 Vo2, 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 Vo2 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 addition to the foregoing, Vo2 shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest.
- 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 UNEs. 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 Vo2 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 Vo2'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 Vo2 and in conformance with BellSouth's design and construction Specifications. Further, Vo2 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 Vo2 elect Adjacent Collocation, Vo2 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, Vo2 and Vo2's BellSouth Certified Supplier must comply with local building code requirements. Vo2's BellSouth

- Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Vo2's BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Vo2's BellSouth Certified Supplier. Vo2 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 Vo2's locked enclosure prior to notifying Vo2 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 Vo2 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Vo2'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 Vo2 to remove or correct within seven (7) calendar days at Vo2's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.4.3 Vo2 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 Vo2'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.
- 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 UNEs for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Vo2 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both Vo2'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 Vo2 use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Vo2 must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Vo2. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Vo2's equipment and the equipment of the other collocated

- telecommunications carrier are located in contiguous caged Collocation Spaces, Vo2 will have the option of using Vo2'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. Vo2 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. Vo2 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). Vo2 is responsible for ensuring the integrity of the signal.
- 3.5.2 Vo2 shall be responsible for providing a letter of authorization (LOA) to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Vo2-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, Vo2 will have the option of using Vo2's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, Vo2 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 NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
4. **Occupancy**
- 4.1 BellSouth will notify Vo2 in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). Vo2 will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations to Vo2'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 Vo2 has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Vo2's acceptance of the Collocation Space (Space Acceptance Date). In the event that Vo2 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Vo2 on the Space Ready Date and billing will commence from that date. If Vo2 decides to occupy the space prior to the Space Ready Date, the date Vo2 occupies the space becomes the new Space Acceptance Date and billing begins from that date. Vo2 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, Vo2'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, Vo2 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 Vo2 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Vo2 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 Vo2 jointly conduct an inspection which confirms that Vo2 has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Vo2's right to occupy the Remote Collocation Space in the event Vo2 fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Vo2 at its expense shall remove its equipment and other property from the Remote Collocation Space. Vo2 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 Vo2's Guest(s), unless Vo2'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. Vo2 shall continue payment of monthly fees to BellSouth until such date as Vo2, and if applicable Vo2's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Vo2 or Vo2'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 Vo2 or Vo2's Guest(s), in any manner that BellSouth deems fit, at Vo2's expense and with no liability whatsoever for Vo2's or Vo2's Guest(s)'s property. Upon termination of Vo2's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Vo2 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Vo2 except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Vo2'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. Vo2 shall be responsible for the cost of removing any Vo2 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 UNEs 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 UNEs 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 Vo2's failure to comply with this Section.
- 5.1.2.1 All Vo2 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 Vo2 shall identify to BellSouth whenever Vo2 submits a Method of Procedure (MOP) adding equipment to Vo2's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Vo2's Remote Collocation Space. Vo2 shall submit a copy of the list of any lien holders or other entities that have a financial interest to Vo2's ATCC Representative.

- 5.2 Vo2 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 Vo2 shall place a plaque or other identification affixed to Vo2's equipment to identify Vo2's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Vo2 may elect to place Vo2-owned or Vo2-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. Vo2 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. Vo2 must contact BellSouth for instructions prior to placing the entrance facility cable. Vo2 is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. Vo2 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Vo2'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. Vo2 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 Vo2 provided riser cable to the spare capacity on the entrance facility. If Vo2 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 Vo2 for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on Vo2's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Vo2'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. Vo2 or its agent must perform all required maintenance to Vo2 equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Vo2's Equipment and Facilities. Vo2, or if required by this Attachment, Vo2'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 Vo2 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. Vo2 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 Vo2 at least forty-eight (48) hours before access to the Remote Collocation Space is required. Vo2 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Vo2 will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Vo2 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Vo2 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 Vo2 or Vo2'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 Vo2 and returned to BellSouth Access Management within fifteen (15) calendar days of Vo2'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. Vo2 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Vo2's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Vo2 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 Vo2's designated collocation arrangement location after receipt of the BFFO without charge to Vo2. Vo2 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 Vo2 desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Vo2 may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Vo2 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 Vo2 to access the Remote Collocation Space accompanied by a security escort at Vo2's expense. Vo2 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. Vo2 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), Vo2 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, Vo2 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 Vo2 violates the provisions of this paragraph, BellSouth shall give written notice to Vo2, which notice shall direct Vo2 to cure the violation within forty-eight (48) hours of Vo2'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 Vo2 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 Vo2's equipment. BellSouth will endeavor, but is not required, to provide notice to Vo2 prior to taking such action and shall have no liability to Vo2 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 Vo2 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 Vo2 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, Vo2 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 Vo2 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 Vo2 at any time. Any damage caused to the Remote Collocation Space by Vo2's employees, agents or representatives shall be promptly repaired by Vo2 at its expense.
- 5.11.1 If Vo2 decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Vo2 an Administrative Only Application Fee as set forth in Exhibit B for these changes. This NRC fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall Vo2 or any person acting on behalf of Vo2 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 Vo2. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the NRC fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. Vo2 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Vo2 shall be responsible for removing any Vo2 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 Vo2 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 Vo2 or Vo2's Guest(s) desires to install a bay/rack in a Remote Site Location, Vo2 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 Vo2 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 Vo2 of the amount that is available.
- 6.4 Space Availability Notification. 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 Vo2 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 Vo2 or differently configured no application fee shall apply. If Vo2 decides to accept the available space, Vo2 must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.
- 6.5 Denial of Application. If BellSouth notifies Vo2 that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying Vo2 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Vo2, 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 Vo2 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.
- 6.8 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. In 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.
- 6.10 Application Modifications. 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 Vo2 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 Vo2 a full application fee as set forth in Exhibit B. BellSouth will bill the NRC fee on the date that BellSouth provides an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 Vo2 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 Vo2's Bona Fide application or the application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Vo2'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. In 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.
- 7.2 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 Vo2 with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and Vo2 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 Vo2 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. Vo2 will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Vo2 that the Remote Collocation Space is ready for occupancy. In the event that Vo2 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Vo2 on the Space Ready Date. BellSouth will correct any deviations to Vo2'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. Vo2 shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Vo2 and

Vo2'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, Vo2 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Vo2 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Vo2'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 Vo2 upon successful completion of installation. The BellSouth Certified Supplier shall bill Vo2 directly for all work performed for Vo2 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 Vo2 or any supplier proposed by Vo2 and will not unreasonably withhold certification. All work performed by or for Vo2 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. Vo2 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Vo2's Remote Collocation Space. Upon request, BellSouth will provide Vo2 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Vo2. 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, Vo2 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 Vo2, such information will be provided to Vo2 in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Vo2 within one hundred eighty (180) calendar days of BellSouth's written denial of Vo2's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Vo2 was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then Vo2 may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any NRC charges previously paid for such virtual Remote Collocation Space. Vo2 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.
- 7.9 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. BellSouth will complete virtual to in-place physical collocation conversions within thirty (30) calendar days from receipt of the BFFO. BellSouth will bill Vo2 an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.10 Cancellation. If, at any time prior to space acceptance, Vo2 cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable NRC rate for any and all work processes for which work has begun.
- 7.11 Licenses. Vo2, 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 Vo2 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 Vo2 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 Vo2 occupies the space prior to the Space Ready Date, the date Vo2 occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

- 8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Vo2. This NRC fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Vo2's equipment. Vo2 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Vo2's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Vo2's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Vo2's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Vo2'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 Vo2 certifying the completion of the power reduction, including the removal of the power cabling by Vo2's BellSouth Certified Supplier.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Vo2's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Vo2's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Vo2's option, Vo2 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 Vo2 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 Vo2 shall pay for such half-hour charges in the event Vo2 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 Vo2 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 Vo2 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 Vo2's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Vo2 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 Vo2 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 Vo2 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 Vo2's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Vo2 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Vo2.
- 9.5 Vo2 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. Vo2 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Vo2's insurance company. Vo2 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 Vo2 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 Vo2's net worth exceeds five hundred million dollars (\$500,000,000), Vo2 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. Vo2 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 Vo2 in the event that self-insurance status is not granted to Vo2. If BellSouth approves Vo2 for self-insurance, Vo2 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Vo2's corporate officers. The ability to self-insure shall continue so long as Vo2 meets all of the requirements of this Section. If Vo2 subsequently no longer satisfies this Section, Vo2 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 Vo2 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 Vo2), 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 Vo2's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Vo2's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Vo2 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Vo2 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, Vo2 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Vo2 employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Vo2 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. Vo2 shall not be required to perform this investigation if an affiliated company of Vo2 has performed an investigation of the Vo2 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Vo2 has performed a pre-employment statewide investigation of criminal history records of the Vo2 employee for the states/counties where the Vo2 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 Vo2 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 Vo2 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 Vo2's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Vo2 not possessing identification issued by Vo2 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Vo2 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Vo2 shall be solely responsible for ensuring that any Guest(s) of Vo2 is in compliance with all subsections of this Section.

- 12.4 Vo2 shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Vo2 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 Vo2 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Vo2 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Vo2 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 Vo2 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 Vo2 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 Vo2 employee or agent hired by Vo2 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, Vo2 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, Vo2 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Vo2 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 Vo2 employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Vo2 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, Vo2 shall promptly remove from BellSouth's Remote Site Location any employee of Vo2 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 Vo2 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 Vo2'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 Vo2's Security representative of such interview. Vo2 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Vo2's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Vo2 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Vo2's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Vo2 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Vo2's employees, agents, or suppliers and where Vo2 agrees, in good faith, with the results of such investigation. Vo2 shall notify BellSouth in writing immediately in the event that the Vo2 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. Vo2 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 Vo2'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 Vo2'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 Vo2, 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. Vo2 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 Vo2's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Vo2. Where allowed and where practical, Vo2 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Vo2 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Vo2's permitted use, until such Remote Collocation Space is fully repaired and restored and Vo2'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 Vo2 has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Vo2 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 Vo2 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 Vo2 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 Vo2 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 Vo2 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. Vo2 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Vo2 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. Vo2 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 BellSouth practices should be followed by Vo2 when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Vo2 space with proper notification. BellSouth reserves the right to stop any Vo2 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 Vo2 are owned by Vo2. Vo2 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 Vo2 or different hazardous materials used by Vo2 at the BellSouth Remote Site Location. Vo2 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 Vo2 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Vo2 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 Vo2 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Vo2 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Vo2 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, Vo2 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. Vo2 further agrees to cooperate with BellSouth to ensure that Vo2'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 Vo2, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from Vo2's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<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)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
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)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<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	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<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)
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	<ul style="list-style-type: none"> 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 Waste Asbestos notification and protection of employees and equipment	<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)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<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	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Building Svc Center: TN (local area code) 557-6194

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 Elec per LSR	Svc Order Submitted Manually per LSR	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	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
PHYSICAL COLLOCATION																	
		Physical Collocation-Cageless-Application Fee			CLO	PE1CH		2,633.00									
		Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		743.25									
		Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		1,204.00									
		Physical Collocation-Space Preparation-C.O. Modification per sq ft	I		CLO	PE1SK	2.74										
		Physical Collocation-Space Preparation, Common Systems Modifications-Cageless, per sq ft	I		CLO	PE1SL	2.95										
		Physical Collocation-Space Preparation-Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	100.14										
		Physical Collocation-Cageless-Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
		Physical Collocation-Cageless-Floor Space, per sq. ft.			CLO	PE1ZB	3.91										
		Physical Collocation-Floor Space, per sq feet	I		CLO	PE1PJ	5.94										
		Physical Collocation-Cageless-Cable Support Structure, per Entrance Cable			CLO	PE1CJ	17.87										
		Physical Collocation-Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	19.80										
		Physical Collocation-Cageless-Power, per Fused Amp			CLO	PE1ZC	6.79										
		Physical Collocation-Power, -48V DC Power-per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation-Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.10									
		Physical Collocation-Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.60										
		Physical Collocation-Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.22										
		Physical Collocation-Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.82										
		Physical Collocation-Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.84										
					UEANL,UEQ,UNL DX,UNCNX,UEA,UCL,UAL,UHL,UDC,UDN,UNCVX	PE1P2	0.033	33.82	31.92								
		Physical Collocation-2W cross-connect, loop, provisioning	I		UNL DX,UNCNX	PE1ZD	0.57	11.62	9.90	10.38	8.66						
		Physical Collocation-Cageless-2W Cross-Connects															
		Physical Collocation-4W cross-connect, loop, provisioning	I		UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.066	33.94	31.95								
		Physical Collocation-Cageless-4W Cross Connects			UNCVX,UNCDX,	PE1ZE	0.57	11.81	10.04	10.44	8.67						
					WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UPEX,UEPDX,USL,ULC,U1TD1,UNC1X	PE1P1	1.51	53.27	40.16								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I														
					WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UPEX,UEPDX	PE1ZF	1.32	32.22	17.76	10.46	8.75						
		Physical Collocation-Cageless-DS1 Cross Connects															
					UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3	PE1P3	19.26	52.37	38.89								
		Physical Collocation-DS3 Cross-Connect, provisioning	I														
					UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99						
		Physical Collocation-Cageless-DS3 Cross Connects															
					CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Physical Collocation-2-Fiber Cross-Connect	I														

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Cageless-2 Fiber Cross Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
		Physical Collocation-4-Fiber Cross-Connect	I		ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation-Cageless-4-Fiber Cross-Connect			ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
		Physical Collocation-Space enclosure, welded wire, first 100 sq ft	I		CLO	PE1BW	218.53										
		Physical Collocation-Space enclosure, welded wire, each additional 50 sq ft	I		CLO	PE1CV	21.44										
		Physical Collocation-Security Access System-Security System per CO	I		CLO	PE1AX	55.99										
		Physical Collocation -Security Access System-New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.059	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.24									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
		Physical Collocation-Space Availability Report, per CO Requested			CLO	PE1SR		2,027.00	2,154.00								
		Physical Collocation-CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67									
		Physical Collocation-Cable Records, per request	I		CLO	PE1CR		1,711.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pr	I		CLO	PE1CO		18.05									
		Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45									
		Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57									
		Physical Collocation-Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		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 for Basic Time-normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
		Physical Collocation-Virtual to Physical Collocation Relocation, per VG Circuit	I		CLO	PE1BV		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									
		Physical Collocation-Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per VG Circuit	I		CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00									
		Physical Collocation-Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00									
		Physical Collocation-Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable 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									
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40									
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l							
							Rec	Nonrecurring		NRC Disconnect							OSS Rates (\$)						
								First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation, Caged Collocation-Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B 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-2W Cross Connects-VG ckts, per ckt.			UE3,U1TD3,UXTD3,UXT S1,UNC3X,UNC SX,ULDD 3,U1TS1,ULDS1,UNLD3	PE12C	0.0475	7.68															
		Physical Caged Collocation-4W Cross Connects-VG Ckts, per ckt.			UE3,U1TD3,UXTD3,UXT S1,UNC3X,UNC SX,ULDD 3,U1TS1,ULDS1,UNLD3	PE14C	0.0475	7.68															
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3,UXTD3,UXT S1,UNC3X,UNC SX,ULDD 3,U1TS1,ULDS1,UNLD3	PE11S	7.68	41.65															
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3,UXTD3,UXT S1,UNC3X,UNC SX,ULDD 3,U1TS1,ULDS1,UNLD3	PE11X	0.38	41.65															
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			U1TD3,UXTD3,UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,ULDS1,UNLD3	PE13S	53.96	298.03															
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			U1TD3,UXTD3,UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,ULDS1,UNLD3	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/Direct Connect-Fiber Cable Support Structure, per linear ft.			CLO	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 Connect/Direct Connect-Copper/Coax Cable Support Structure, 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/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09															
		Physical Collocation-Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,279.91	42.784														
		Physical Collocation-Copper Entrance Cable Installation, per 100 prs			CLO	PE1EB		18.13															
		Physical Collocation-Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,084.11	42.784														
		Physical Collocation-Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.252															
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Fiber Cable Support Structure, per cable	I		CLO	PE1DU		555.03															

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	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	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Co-Carrier Cross Connect/Direct Connect-Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		555.03									
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-2W Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12	
		Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12	
		Adjacent Collocation-DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12	
		Adjacent Collocation-DS3 Cross-Connects			UEA,UHL,UDL,UCL	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	
		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 Report per Premises Requested			CLORS	PE1SR		218.49									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
		Physical Collocation-Security Escort for Basic Time-normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49								
		Physical Collocation-Security Escort for Overtime-outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76								
		Physical Collocation-Security Escort for Premium Time-outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02								
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 sq ft			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					2.07	2.81	0.67	1.41	
		Virtual Collocation Administrative Only-Application Fee	I		AMTFS	VE1AF		743.25									
		Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX		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,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
		Virtual Collocation-2W Cross Connects (loop)			UEA,UHL,UCL,UDL,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-4W Cross Connects (loop)															
		Virtual Collocation-2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l							
							Rec	Nonrecurring		NRC Disconnect							OSS Rates (\$)						
								First	Add'l	First							Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56						
		Virtual Collocation-4-Fiber Cross Connects			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	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			USL,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNC3X,U1LDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41						
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear ft			AMTFS	VE1CB	0.0031																
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045																
		Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41						
		Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41						
		Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,711.00															
		Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06															
		Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		18.05															
		Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		8.45															
		Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		29.57															
		Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42															
		Virtual collocation-Security Escort-Basic, per half hour			AMTFS	SPTBX		33.15						2.07	2.81	0.67	1.41						
		Virtual collocation-Security Escort-Overtime, per half hour			AMTFS	SPTOX		41.50						2.07	2.81	0.67	1.41						
		Virtual collocation-Security Escort-Premium, per half hour			AMTFS	SPTPX		49.86						2.07	2.81	0.67	1.41						
		Virtual collocation-Maintenance in CO-Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41						
		Virtual collocation-Maintenance in CO-Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41						
		Virtual collocation-Maintenance in CO-Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41						
		Virtual Collocation-Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.67															
VIRTUAL COLLOCATION																							
		Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40						
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40						
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																							

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 Vo2 is utilizing its own switch, Vo2 shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Vo2 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 Vo2, BellSouth will provide Vo2 with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Vo2 acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Vo2 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 Vo2 return unused intermediate numbers to BellSouth. Vo2 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 Vo2 to designate up to 100 intermediate telephone numbers per rate center for Vo2's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Vo2 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 forums.
- 2.2 End User Line Charge. Where Vo2 subscribes to BellSouth's local switching, BellSouth shall bill and Vo2 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 Vo2 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 Vo2.
- 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 Vo2 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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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

- 1.1 BellSouth shall provide to Vo2 nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Vo2 can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Vo2 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 Vo2 and other CLECs in the aggregate.
- 1.2 BellSouth shall provision services during its regular working hours. To the extent Vo2 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 Vo2, BellSouth will not assess Vo2 additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Vo2 nondiscriminatory access to its OSS and the necessary information contained therein in order that Vo2 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 Vo2 to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Vo2'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 Vo2 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 Vo2 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. Vo2 shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Vo2 shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Vo2 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. Vo2 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 Vo2's access to customer record information. If a BellSouth audit of Vo2's access to customer record information reveals that Vo2 is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Vo2 may take corrective action, including but not limited to suspending or terminating Vo2'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 Vo2 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 Vo2 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 Vo2 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 Vo2 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 Vo2 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 Vo2 nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.2 Change Management. BellSouth and Vo2 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 Vo2 agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The CCP 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 Vo2 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 Vo2 will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Vo2 shall be required to submit a new service request. Incorrect or invalid requests returned to Vo2 for correction or clarification will be held for thirty (30) calendar days. If Vo2 does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 3.2 Single Point of Contact. Vo2 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Vo2 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. Vo2 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 Vo2 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 Vo2 that such a request has been processed but will not be required to notify Vo2 in advance of such processing.

- 3.2.1 Neither BellSouth nor Vo2 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 Vo2 shall return a FOC to BellSouth within thirty-six (36) hours after Vo2's receipt from BellSouth of a valid LSR.
- 3.2.4 Vo2 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 Vo2 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 Vo2 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 Vo2 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 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 Vo2'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 IXC elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Vo2, which has the billing relationship with that End User, and Vo2 may pass such charge to the End User.
- 3.6 Cancellation Charges. If Vo2 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 Vo2 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 Vo2 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, Vo2 may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Vo2 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 Vo2, 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 Vo2 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 Vo2, Vo2 shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with IXC 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 Vo2'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 Vo2 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 Vo2, and Vo2 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 Vo2 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, Vo2 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 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, Vo2 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 Vo2.
- 1.2.1 OCN. If Vo2 needs to change its OCN(s) under which it operates when Vo2 has already been conducting business utilizing those OCN(s), Vo2 shall bear all costs incurred by BellSouth to convert Vo2 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Vo2'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 Vo2. Vo2 shall make payment to BellSouth for all services billed. Payments made by Vo2 to BellSouth as payment on account will be credited to Vo2's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Vo2 and Vo2'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 Vo2 will not include those taxes or fees from which Vo2 is exempt. Vo2 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 Vo2.

- 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 GSST, Section B2 of the PLST or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Vo2 may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.
- 1.7 Discontinuing Service to Vo2. The procedures for discontinuing service to Vo2 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 Vo2 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 Vo2 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 Vo2 to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Vo2 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 Vo2's account will effect a discontinuance of service to Vo2's End Users. BellSouth will reestablish service for Vo2 upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Vo2 is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after Vo2's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Vo2's service will be disconnected.
- 1.8 Deposit Policy. Vo2 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 Vo2. Any such security deposit shall in no way release Vo2 from its obligation to make complete and timely payments of its bill. Vo2 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 Vo2'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 Vo2 fails to remit to BellSouth any deposit requested pursuant to this Section, service to Vo2 may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Vo2's account(s). In the event Vo2 defaults on its account, service to Vo2 will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to Vo2'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 Vo2, shall be forwarded to the individual and/or address provided by Vo2 in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Vo2 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 Vo2 to BellSouth's billing organization, the notice of discontinuance of services purchased by Vo2 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. Vo2 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 GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST for services purchased from the PLST for purposes of resale, Section B2 of the PLST; 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 Vo2 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 Vo2 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 Vo2 on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 Vo2 must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Vo2 must request that BellSouth establish a unique hosted RAO code for Vo2. 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 Vo2 that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Vo2 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 Vo2.
- 3.7 All data received from Vo2 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 Vo2 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 Vo2 and will forward them to Vo2 on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Vo2 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 Vo2 for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Vo2 will be responsible for ordering the circuit and coordinating the installation with BellSouth. Vo2 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 Vo2. Additionally, all message toll charges associated with the use of the dial circuit by Vo2 will be the responsibility of Vo2. 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 Vo2 end for the purpose of data transmission will be the responsibility of Vo2.

- 3.10.2 If Vo2 utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of Vo2.
- 3.11 All messages and related data exchanged between BellSouth and Vo2 will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Vo2 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 Vo2 to send data to BellSouth more than sixty (60) days past the message date(s), Vo2 will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Vo2, 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 Vo2, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Vo2 of the error. Vo2 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, Vo2 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 Vo2 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 Vo2 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 Vo2 and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by Vo2 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Vo2, is covered by CATS. Also covered is traffic that either is originated by or billed by Vo2, involves a company other than Vo2, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once Vo2 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 Vo2. BellSouth will distribute copies of these reports to Vo2 on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Vo2. BellSouth will distribute copies of these reports to Vo2 on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by Vo2 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 Vo2. BellSouth will remit the revenue billed by Vo2 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 Vo2. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Vo2 via a monthly CABS miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Vo2 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 Vo2. BellSouth will remit the revenue billed by Vo2 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 Vo2 via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and Vo2 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 Vo2, BellSouth will provide the Optional Daily Usage File (ODUF) service to Vo2 pursuant to the terms and conditions set forth in this section.
- 4.2 Vo2 shall furnish all relevant information required by BellSouth for the provision of 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 Vo2 customer.
- 4.4 Charges for ODUF will appear on Vo2's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Vo2 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 Vo2 will be the responsibility of Vo2. If, however, Vo2 should encounter significant volumes of errored messages that prevent processing by Vo2 within its systems, BellSouth will work with Vo2 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 Vo2:
 - 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 Vo2.
- 4.7.1.4 In the event that Vo2 detects a duplicate on ODUF they receive from BellSouth, Vo2 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 Vo2 via CONNECT:Direct, Secure 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 Vo2 for the purpose of data transmission as set forth in Section 3.10.1 above.
- 4.7.2.3 If Vo2 utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of Vo2.
- 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 Vo2 which BellSouth RAO that is sending the message. BellSouth and Vo2 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Vo2 and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 4.7.4 ODUF Pack Rejection. Vo2 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. Vo2 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Vo2 by BellSouth.
- 4.7.5 ODUF Control Data. Vo2 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Vo2'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 Vo2 for reasons stated in the above section.

- 4.7.6 ODUF Testing. Upon request from Vo2, BellSouth shall send ODUF test files to Vo2. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Vo2 set up a production (live) file. The live test may consist of Vo2's employees making test calls for the types of services Vo2 requests on ODUF. These test calls are logged by Vo2, 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 Vo2, BellSouth will provide the Access Daily Usage File (ADUF) service to Vo2 pursuant to the terms and conditions set forth in this section.
- 5.2 Vo2 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 Vo2 has purchased from BellSouth
- 5.4 Charges for ADUF will appear on Vo2's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Vo2 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 Vo2 will be the responsibility of Vo2. If, however, Vo2 should encounter significant volumes of errored messages that prevent processing by Vo2 within its systems, BellSouth will work with Vo2 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 Vo2:
- 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 Vo2.

5.6.3 In the event that Vo2 detects a duplicate on ADUF they receive from BellSouth, Vo2 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 Vo2 via CONNECT:Direct, Secure 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 Vo2 for the purpose of data transmission as set forth in Section 3.10.1 above.

5.6.4.3 If Vo2 utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of Vo2.

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 Vo2 which BellSouth RAO is sending the message. BellSouth and Vo2 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Vo2 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection. Vo2 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. Vo2 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Vo2 by BellSouth.

5.6.7 ADUF Control Data. Vo2 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Vo2'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 Vo2 for reasons stated in the above section.

5.6.8 ADUF Testing. Upon request from Vo2, BellSouth shall send a test file of generic data to Vo2 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

6.1 Upon written request from Vo2, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Vo2 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 Vo2 shall furnish all relevant information required by BellSouth for the provision of EODUF.

6.3 EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of EODUF will appear on Vo2's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Vo2 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 ATIS EMI record format.

6.6 Messages that error in the billing system of Vo2 will be the responsibility of Vo2. If, however, Vo2 should encounter significant volumes of errored messages that prevent processing by Vo2 within its systems, BellSouth will work with Vo2 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 Vo2:

6.7.1.1.1 Customer usage data for flat rated local call originating from Vo2'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 ODUF. Any duplicate messages detected will be deleted and not sent to Vo2.

6.7.1.3 In the event that Vo2 detects a duplicate on EODUF they receive from BellSouth, Vo2 will drop the duplicate message (Vo2 will not return the duplicate to BellSouth).

6.7.2 Physical File Characteristics

6.7.2.1 The EODUF feed will be distributed to Vo2 over their existing ODUF feed. EODUF messages will be intermingled among Vo2's ODUF messages. EODUF will be a variable block format (2476) with an LRECL of 2472. The data on 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 Vo2 for the purpose of data transmission. Where a dedicated line is required, Vo2 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Vo2 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 Vo2. Additionally, all message toll charges associated with the use of the dial circuit by Vo2 will be the responsibility of Vo2. 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 Vo2's end for the purpose of data transmission will be the responsibility of Vo2.

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 Vo2 which BellSouth RAO is sending the message. BellSouth and Vo2 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Vo2 and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Tennessee											Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates (\$)		
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
ACCESS DAILY USAGE FILE (ADUF)																	
ADUF: Message Processing, per message										0.0158054							
ADUF: Data Transmission (CONNECT:DIRECT), per message										0.0001387							
OPTIONAL DAILY USAGE FILE (ODUF)																	
ODUF: Recording, per message										0.0000044							
ODUF: Message Processing, per message										0.0027366							
ODUF: Message Processing, per Magnetic Tape provisioned										52.75							
ODUF: Data Transmission (CONNECT:DIRECT), per message										0.0000339							
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
CMDS: Message Processing, per message										0.004							
CMDS: Data Transmission (CONNECT:DIRECT), per message										0.001							
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.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 2.00**

Issue Date: July 1, 2003

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), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

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 Florida PSC.

This document is intended for use by someone with knowledge of the 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

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

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.

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 SQM and 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 Interval and Percent within Interval (Pre-Ordering/Ordering)

Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

Business Rules

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

The response interval starts when the application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8:00 a.m. until 9:00 p.m., Monday through Friday.

Calculation

Response Interval = (a - b)

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

Average Response Interval = c / d

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

Percent within Interval = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period.
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

Report Structure

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

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

Relating to BellSouth Performance

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- **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.

SQM Analog/Benchmark

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- **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.

SEEM Analog/Benchmark

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

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

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface 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 Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality 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.
- Loss of Functionality outages are defined as:
 - A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

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

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

- 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

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

Relating to BellSouth Performance

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SQM OSS Availability)

SEEM Measure

SEEM	Tier I	Tier II
Yes	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability)

OSS-3: OSS Availability (Maintenance & Repair)

Definition

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

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC-impacting trouble caused by factors outside of BellSouth’s purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

Business Rules

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

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

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

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 maintenance and repair systems.

Calculation

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

- 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

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

Relating to BellSouth Performance

- 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

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for OSS Availability (M&R))

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability (M&R))

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

- CLEC Transaction Intervals

Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- Regional Level, Per OSS Interface..... Parity with Retail

(See Appendix D: Tables for Legacy System Access Times for M&R)

Note: BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Region Level, Per OSS Interface Parity with Retail

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 E-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 Makeup 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

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

Relating to BellSouth Performance

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Loops Benchmark: 95% <= 3 Business Days

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Loops Benchmark: 95% <= 3 Business Days

SEEM Analog/Benchmark

PO-2: Loop Makeup - 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
- 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, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENSs will be reflected in the results for the TAG interface.

Note: The Loop Makeup 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**

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- Loop Benchmark: 95% <= 1 Minute

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Loop..... 95% <= 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

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

Exclusions

- Scheduled OSS Maintenance
- Manually Submitted LSRs

Business Rules

The process includes EDI and 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 for returned acknowledgements
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, for which Acknowledgement Notices were returned in the Reporting Period.

Percent within Interval = (e / f) X 100

- e = Total number of electronically submitted messages/LSRs received, from CLEC via EDI or TAG respectively, in the Reporting Period.
- f = Total number of electronically submitted messages/LSRs acknowledged 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

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SEEM Analog/Benchmark

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 / b) X 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

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

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
- Scheduled OSS Maintenance

Business Rules

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

Definitions:

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

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX 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*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior

Commission approval.

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

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

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

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

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

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification
 - CLEC Caused System Fallout
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE - Loops	Benchmark: 85%
• UNE-P	Benchmark: 90%
• 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
- Scheduled OSS Maintenance

Business Rules

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

Definitions:

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

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX 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*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the

Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior Commission approval.

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

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

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

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

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- 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
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification

- CLEC Errors
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

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

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE- Loops	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP	Benchmark: 85%

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

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

- Report Month
- Total Number of LSRs Received
- Total Number of Errors by Type (by Error Code)
 - CLEC caused error

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type (by Error Code)
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- Not Applicable..... Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
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No.....		
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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 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

- 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

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Not Applicable.....

SQM Analog/Benchmark

Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
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No.....		
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SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

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
- LSRs identified as “Projects”

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 / b) X 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

- Report Month
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

Mechanized, Partially Mechanized and Non-Mechanized

- Resale – Residence Diagnostic
- 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

SEEM Measure

SEEM Tier I Tier II

No.....

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of 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. When there are multiple rejects on a single version of an LSR, the first reject issued is used for the calculation of the interval duration.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 PM until 8:00 AM
From 4:30 PM Friday until 8:00 AM Monday

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

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

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

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 / f) X 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

- Report Month
- Reject Interval
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|--------------------------------------|---------------------------------------|
| • Resale – Residence | Fully Mechanized: 97% <= 1 Hour |
| • Resale – Business | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special)..... | Non Mechanized: 95% <= 24 Hours |
| • 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..... | Trunks: 95% <= 36 Hours |



SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	97% <= 1 hour
• 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 or ASR 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 for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

For ASRs processed in the Local Interconnection Service Center (LISC) - From 4:30 PM All hours outside of Monday – Friday 8:00 AM – 4:30 PM CST, should be excluded.

The hours excluded will be altered to reflect changes in the Center operating hours. The Centers 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.

Note: When multiple FOCs occur on a single version of an LSR, the first FOC is used to measure the interval.

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

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|--------------------------------------|---------------------------------------|
| • Resale – Residence | Fully Mechanized: 95% <= 3 Hours |
| • Resale – Business | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special)..... | Non-Mechanized: 95% <= 24 Hours |
| • 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..... | Trunks: 95% <= 48 Hours |

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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 5:00 PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

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 with SI = (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 with SI
- 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

¹See O-9 for FOC Timeliness

- 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

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Requests
- SI Intervals
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- xDSL (includes UNE unbundled ADSL, HDSL and 95% Returned <= 5 Business Days
UNE Unbundled Copper Loops)
- Unbundled Interoffice Transport

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
No.....

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Not Applicable..... Not Applicable

SEEM Analog/Benchmark

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
- Fatal Rejects
- LSRs identified as “Projects”

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 = $(a / b) \times 100$

- 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

- Report Month
- Total Number of LSRs
- Total Number of rejects

- Total Number of ASRs (Trunks)
- Total Number of FOCs

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	95% Returned
• 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	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	95% Returned
• Partially Mechanized	
• Non-Mechanized	
• Local Interconnection Trunks	

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

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

Calculation

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

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

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Mechanized Tracking Through LCSC Automatic Call Distributor

Relating to BellSouth Performance

- Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

Aggregate

- CLEC – Local Carrier Service Center Parity with Retail (Business Service Center)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- CLEC - Local Carrier Service Center Parity with Retail (Business Service 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', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location.

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 / b

- a = Sum of held-over-days for all Past Due Orders Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

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

- c = # of Orders Held for ≥ 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
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- 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

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- 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-Based Orders) |
| • 2W Analog Loop with INP-Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with INP-Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |

- UNE Digital Loop < DS1 Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
 - Dispatch In..... - Dispatch
 - Switch Based..... - Switched 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

SEEM Measure

SEEM	Tier I	Tier II
No.....		

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
(Deleted)**

P-2A: Jeopardy Notice Interval

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 due date of the order.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders
- Orders with Jeopardy Notice when jeopardy is identified on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy.
- Orders issued with a due date of ≤ 48 hours.

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 trunk results are usually zero as these trunks seldom experience facility delays. The Committed Due Date is considered the Confirmed Due Date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

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

Average Jeopardy Interval = c / d

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- 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	95% > = 48 hours
• Resale Business	95% > = 48 hours
• Resale Design	95% > = 48 hours
• Resale PBX	95% > = 48 hours
• Resale Centrex.....	95% > = 48 hours
• Resale ISDN	95% > = 48 hours
• LNP (Standalone)	95% > = 48 hours
• INP (Standalone)	95% > = 48 hours
• 2W Analog Loop Design.....	95% > = 48 hours
• 2W Analog Loop Non-Design	95% > = 48 hours
• 2W Analog Loop with LNP - Design	95% > = 48 hours
• 2W Analog Loop with LNP- Non-Design	95% > = 48 hours
• 2W Analog Loop with INP-Design.....	95% > = 48 hours
• 2W Analog Loop with INP-Non-Design	95% > = 48 hours
• UNE Digital Loop < DS1	95% > = 48 hours
• UNE Digital Loop >= DS1	95% > = 48 hours
• UNE Loop + Port Combinations.....	95% > = 48 hours
- Dispatch In	- Dispatch In
- Switch Based.....	- Switch Based
• UNE Switch Ports.....	95% > = 48 hours
• UNE Combo Other	95% > = 48 hours
• UNE xDSL (HDSL, ADSL and UCL)	95% > = 48 hours
• UNE ISDN (Includes UDC)	95% > = 48 hours
• UNE Line Sharing	95% > = 48 hours
• UNE Other Design.....	95% > = 48 hours
• UNE Other Non-Design.....	95% > = 48 hours
• Local Transport (Unbundled Interoffice Transport)	95% > = 48 hours
• Local Interconnection Trunks.....	95% > = 48 hours
• UNE Line Splitting	95% > = 48 hours
• EELs	95% > = 48 hours

SEEM Measure

SEEM	Tier I	Tier II
No.....		

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

P-2B: 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 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) and 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. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Percent of Orders Given Jeopardy Notice = $(a / b) \times 100$

- a = Number of Orders Given Jeopardy Notices in Reporting Period
- b = Number of Orders Confirmed (due) in Reporting Period

Percent of Orders Given Jeopardy Notice ≥ 48 hours = $(c / d) \times 100$

- c = Number of Orders Given Jeopardy Notice ≥ 48 hours in Reporting Period (electronic only)
- d = Number of Orders Given Jeopardy Notices in Reporting Period (electronic only)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- 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..... | Retail Residence and Business |
| - Dispatch In..... | - Dispatch In |
| - Switch Based..... | - Switch Based |
| • UNE Switch Ports..... | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |
| • 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 Provided to Retail |
| • EELs | Retail DS1/DS3 |

SEEM Measure

SEEM	Tier I	Tier II
------	--------	---------

No.....		
---------	--	--

SEEM Disaggregation**SEEM Analog/Benchmark**

- | | |
|-----------------------|----------------|
| • Not Applicable..... | Not Applicable |
|-----------------------|----------------|

P-3: Percent Missed Initial Installation Appointments

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

- Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. (“Zero Due Date Orders”)
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc., Order types may be coded C, N, R or T)
- 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 = $(a / b) \times 100$

- 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 (except Trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Committed Due Date (DD)

- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

Note: Code in parentheses is the corresponding header found in the raw data file.

Relatng to BellSouth Performance

- Report Month
- BellSouth Order Number
- Committed Due Date (DD)
- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex.....	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With LNP - Design	Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP-Design	Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations.....	Retail Residence and Business
- Dispatch In.....	- Dispatch In
- Switch Based.....	- Switched 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
- Without Conditioning	- Without Conditioning
- With Conditioning.....	- With Conditioning (BellSouth does not offer this service to Retail)
• UNE ISDN	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning	ADSL Provided to Retail
With Conditioning	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 Without Conditioning	ADSL Provided to Retail
With Conditioning	ADSL Provided to Retail
• EELs	Retail DS1/DS3
• UNE UDC/IDSL.....	Retail ISDN - BRI

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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 | Retail Residence and Business |
| - Dispatch In | - Dispatched In |
| - Switch Based | - 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 |
| - Without Conditioning | - Without Conditioning |
| - With Conditioning | - With Conditioning (BellSouth does not offer this service to Retail) |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |
| With Conditioning | ADSL Provided to Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting Without Conditioning | ADSL Provided to Retail |
| With Conditioning | ADSL Provided to Retail |
| • UNE Other Design | Retail Design |
| • UNE Other Non-Design | Retail Residence and Business |
| • EELs | Retail DS1/DS3 |
| • UNE UDC/IDSL | Retail ISDN - BRI |

**P-3A: Percent Missed Installation Appointments Including Subsequent
Appointments
(Deleted)**

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

Definition

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

Exclusions

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

- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Order Number (PON)
- Application Date and Time
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date and Time
- Order Completion Date and 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	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	
- Without Conditioning	- <= 5 Days
- With Conditioning	- <= 12 Days
• UNE ISDN	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning	ADSL Provided to Retail

- With Conditioning <= 12 Days
- Local Transport (Unbundled Interoffice Transport) Retail DS1/DS3 Interoffice
- Local Interconnection Trunks Parity with Retail
- UNE Line Splitting Without Conditioning ADSL Provided to Retail
- With Conditioning <= 12 Days
- UNE Other Design Retail Design
- UNE Other Non-Design Retail Residence and Business
- EELs Retail DS1/DS3
- UNE UDC/IDSL Retail ISDN - BRI

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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 | Retail Residence and Business |
| - Dispatch In | - Dispatch In |
| - Switch Based | - Switch Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |
| • UNE xDSL (HDSL, ADSL and UCL) | |
| - Without Conditioning | - <= 5 Days |
| - With Conditioning | - <= 12 Days |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |
| • With Conditioning | <= 12 Days |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting Without Conditioning | ADSL Provided to Retail |
| • With Conditioning | <= 12 Days |
| • UNE Other Design | Retail Design |
| • UNE Other Non-Design | Retail Residence and Business |
| • EELs | Retail DS1/DS3 |
| • UNE UDC/IDSL | Retail ISDN/BRI |

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

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

- 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.
- 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 delivered 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. For the retail analog, the start time is when the technician completes the order and the end time is when the order status is changed to complete in SOCS.

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
- Reported in categories of <10 line / circuits; >= 10 line/circuits (except trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- 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

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- 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

Note: Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex.....	Retail Centrex
• Resale ISDN	Retail ISDN
• LNP (Standalone)	Retail Residence and Business (POTS)
• INP (Standalone)	Retail Residence and Business (POTS)
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP- Non-Design	Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop with INP-Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design	Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations.....	Retail Residence and Business
- Dispatch In.....	- Dispatch In
- Switch Based.....	- Switch Based
• UNE Switch Ports.....	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• 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
- 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	Tier I	Tier II
No.....		

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

- Canceled 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.

Calculation

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

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

Report Structure

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

Data Retained

Relating to CLEC Experience

- Committed Due Date (DD)
- FOC End Timestamp
- Report Month
- CLEC Order Number and PON

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Resale Residence <= 5%
- 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
 - 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

SEEM Measure

SEEM	Tier I	Tier II
No.....		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and 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
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- 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)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Unbundled Loops with INP 95% <= 15 minutes
- Unbundled Loops with LNP 95% <= 15 minutes

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Unbundled Loops With INP 95% <= 15 minutes
- Unbundled Loops With LNP 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
- Test Orders

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.

Calculation

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

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

Interval = $(c - d)$

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

Average Interval = (e / f)

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

Report Structure

- CLEC Specific
- CLEC Aggregate
Reported in intervals of early, on time and late cuts % <= 15 minutes; % >15 minutes, <= 30 minutes; % >30 minutes, plus Overall Average Interval
- Geographic Scope
 - State
 - Region
- Percentages are reported in intervals of early, on time and late cuts for IDLC and non-IDLC cuts

On Time (Non-IDLC)

<= 15 minutes

Note: This is a 30-minute bucket representing a cut that begins 15 minutes or less before or after the scheduled start time.

Early (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

<= 240 minutes

Late (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

>240 minutes

Overall Average Interval for non-IDLC

On Time (IDLC)

<= 2 hours

Note: This is a 4-hour bucket representing a cut involving IDLC that begins 2 hours or less before or after the scheduled start time

Early (IDLC)

>2 hours

Late (IDLC)

>2 hours

Overall Average Interval for IDLC

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Cutover Scheduled Start Time
- Cutover Actual Start Time
- Total Conversions Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Product Reporting Level 95% within + or – 15 Minutes of Scheduled Start Time
 - SL1 Time Specific
 - SL1 Non-Time Specific
 - SL2 Time Specific
 - SL2 Non-Time Specific
 - SL1 IDLC 95% within 4-Hour Window
 - SL2 IDLC

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- SL1 Time Specific..... 95% within + or – 15 Minutes of Scheduled Start Time
- SL1 IDLC
- SL1 Non-Time Specific
- SL2 Time Specific
- SL2 Non-Time Specific 95% within 4-Hour Window
- SL2 IDLC

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

Definition

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

Exclusions

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees
- Test Orders

Business Rules

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

Calculation

Recovery Time = (a - b)

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

Average Recovery Time = (c / d)

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- CLEC Acceptance Conflict (CLEC_CONFLICT)
- CLEC Conflict Resolved (CLEC_CON_RES)
- CLEC Conflict MFC (CLEC_CONFLICT_MFC)

- Total Conversion Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- None

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Unbundled Loops with INP <= 5 Hours
- Unbundled Loops with LNP <= 5 Hours

SEEM Measure

SEEM	Tier I	Tier II
No.....		

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received within 7 Days of a Completed Service Order

Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer Conversion Activities.

Exclusions

- Any order cancelled by the CLEC
- Troubles caused by Customer Provided Equipment
- Test Orders

Business Rules

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

Calculation

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope
- Total Conversion Circuits

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- UNE Loop Design <= 3%
- UNE Loop Non-Design..... <= 3%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- UNE Loop Design <= 3%
- UNE Loop Non-Design..... <= 3%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing

Definition

A loop will be considered successfully cooperatively tested when both the CLEC and BellSouth representatives agree that the loop meets the technical specifications set forth in TR 73600.

Exclusions

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

Business Rules

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

Calculation

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop Tested
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name (OCN)
- CLEC Order Number (so_nbr) and PON (PON)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Acceptance Testing Completed (ACCEPT_TESTING)
- Acceptance Testing Declined (ACCEPT_TESTING)
- Total xDSL Orders
- Missed Appointments Code (SO_MISSED_CMMT_CD)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- UNE xDSL 95% of Lines Successfully Tested
 - ADSL
 - HDSL
 - UCL
 - OTHER

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- UNE xDSL 95% of Lines Successfully Tested
 - ADSL
 - HDSL
 - UCL
 - Other

P-9: % Provisioning Troubles within 30 Days of Service Order Completion

Definition

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

Exclusions

- 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
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

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

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

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

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = $(a / b) \times 100$

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch (except trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date

- Standard Order Activity
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date
- Order Submission Time
- 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 xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
• UNE ISDN (Includes UDC)	Retail ISDN BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch-Based	- Switch Based
• UNE Switch Ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• UNE Other Non-Design	Retail Residence and Business
• UNE Other Design	Retail Design
• Local Interconnection Trunks	Parity with Retail
• UNE Line Splitting	ADSL to Retail
• EELs	Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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 | Retail Residence and Business |
| - Dispatch In | - Dispatch In |
| - Switch-Based | - Switch-Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) |
| • 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 |
| • UNE Line Splitting | ADSL Provided to Retail |
| • UNE Other Non-Design | Retail Residence and Business |
| • UNE Other Design | Retail Design |
| • EELs | Retail DS1/DS3 |

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

P-11: Service Order Accuracy

Definition

The “service order accuracy” measurement measures the accuracy and completeness of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

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

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Service Order Accuracy Sampling Process: A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a “Stratified Random Sampling for Proportions” formula. This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

Calculation

Percent Service Order Accuracy = $(a / b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Local Service Request (LSR)
- Order Submission Date
- Committed Due Date
- Service Type
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Resale Residence 95% Accurate
- Resale Business
- Resale Design (Specials)
- UNE Specials (Design)
- UNE (Non-Design)
- Local Interconnection Trunks

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Resale..... 95%
- UNE..... 95%
- UNE-P..... 95%

Note: This measure to be replaced when P-11A is implemented.

Note: This measure becomes effective with September 2003 service orders. The Service Order Accuracy measure as defined in the previous SQM will be effective prior to that time.

P-11A: Service Order Accuracy

Definition

The Service Order Accuracy measurement measures the accuracy and completeness of CLEC requests for service by comparing the CLEC Local Service Request (LSR) to the completed service order after provisioning has been completed. Only electronically submitted LSRs that require manual handling by a BellSouth service representative in the LCSC are measured.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, orders using test OCNs, which may be coded C, N, R or T etc.)
- Disconnect Orders
- CLEC LSRs submitted manually (FAX or Courier)
- CLEC LSRs submitted electronically that are not manually handled by BellSouth (Flow Through)

Business Rules

Only CLEC LSRs submitted electronically that fall out of the electronic system for manual processing (partially mechanized) by a BellSouth representative and the resulting service orders are selected for this measure. The CLEC requested services on the LSR are compared to the completed service order using the CLEC-Affecting Service Attributes shown below.

Selected CLEC-Affecting Service Attributes

The BellSouth Local Service Request (LSR) fields identified below will be used, as applicable, for this Service Order Accuracy review process.

BellSouth LSR Fields

The fields listed below would only be captured as a miss when they are service affecting. For the purpose of the Service Order Accuracy measure, if any of the fields listed below are populated on the LSR and do not match the corresponding field on the Service Order, but this mismatch does not affect the correct provisioning of the Service Order, the field is not considered to be service affecting and therefore will not be included as a miss in this measure. An example would be LCSC/System workarounds, which will be identified in a document posted on the Interconnection website. CLECs may discuss any of the posted LCSC/System Workarounds during the regular PMAP notification calls.

- Company Code
- PON
- Billed Telephone Number
- Telephone Number
- Ported Telephone Number
- Circuit ID
- PIC
- LPIC
- Directory Listing
 - Directory Delivery Address
 - Listing Activity
 - Alphanumeric Listing Identifier Code
 - Record Type

- Listing Type
- Listed Telephone Number
- Listed Name, Last Name
- Listed Name, First Name
- Address Indicator
- Listed Address House Number
- Listed Address House Number Suffix
- Listed Address Street Directional
- Listed Address Street Name
- Listed Address Thoroughfare
- Listed Address Street Suffix
- Listed Address Locality
- Yellow Pages Heading
- Features
 - Feature Activity
 - Feature Codes
 - Feature Detail*
- Hunting
 - Hunt Group Activity
 - Hunt Group Identifier
 - Telephone Number Identifier
 - Hunt Type Code
 - Hunt Line Activity
 - Hunting Sequence
 - Number Type
 - Hunting Telephone Number
- E911 Listing
 - Service Address House Number
 - Service Address House Number Suffix
 - Service Address Street Directional
 - Service Address Street Name
 - Service Address Thoroughfare
 - Service Address Street Suffix
 - Service Address Descriptive Location
- EATN
- ATN
- APOT
- CFA
- NC
- NCI

* Feature Detail will only be checked for the following USOCs: GCE, GCJ, CREX4, GCJRC, GCZ, DRS, VMSAX, S98VM, S98AF, SMBBX, MBBRX. USOCs and FIDs for Feature Detail will be posted on the Interconnection Website. Any changes to the USOCs and FIDs required to continue checking the identical service will be updated on this Website.

Calculation

Percent Service Order Accuracy = (a / b) X 100

- a = Applicable Orders Completed without Error
- b = Applicable Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (PON)
- Local Service Request (LSR) Number
- BellSouth Service Order Number
- BellSouth Service Order Completion Date
- Service Type (Resale, UNE, UNE-P)
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale.....	95% Accurate
• UNE.....	95% Accurate
• UNE-P.....	95% Accurate

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes	X	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale.....	95% Accurate
• UNE.....	95% Accurate
• UNE-P.....	95% Accurate

**P-12: LNP-Average Disconnect Timeliness Interval & Disconnect
Timeliness Interval Distribution
(Deleted)**

P-13B: LNP - Percent Out of Service < 60 Minutes

Definition

The Number of LNP related conversions where the time required to facilitate the activation of the port in BellSouth's network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

Exclusions

- CLEC-caused errors
- NPAC caused errors unless caused by BellSouth
- Standalone LNP orders with more than 500 number activations

Business Rules

The Start time is the Receipt of the NPAC broadcast activation message in BellSouth's LSMS. The End time is when the Provisioning event is successfully completed in BellSouth's network as reflected in BellSouth's LSMS. Count the number of activations that took place in less than 60 minutes.

Calculation

Percent Out of Service < 60 Minutes = (a / b) X 100

- a = Number of activations provisioned in less than 60 minutes
- b = Total LNP activations

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation

- LNP > = 96.5%

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes	X	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- LNP > = 96.5%

P-13B: LNP – Percent Out of Service < 60 Minutes

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

Definition

Percentage of time BellSouth applies 10-digit trigger for LNP TNs prior to the due date.

Exclusions

Excludes CLEC or Customer caused misses or delays.

Business Rules

Obtain number of LNP TNs where the 10-digit trigger was applicable prior to due date, and the total number of LNP TNs where the 10-digit trigger was applicable.

Calculation

Percentage of 10-Digit Applications = (a / b) X 100

- a = Count of LNP TNs for which 10-digit trigger was applied prior to due date
- b = Total LNP TNs for which 10-digit triggers were applicable

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- LNP (Standalone) Benchmark: 95%

SQM Analog/Benchmark

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation**SEEM Analog/Benchmark**

- LNP (Standalone) Benchmark: 95%

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

P-13D: LNP - Average Disconnect Timeliness Interval (Non-Trigger)

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable. Order types may be C, N, R, or T.
- CLEC-caused errors
- NPAC-caused errors, unless caused by BellSouth
- Incomplete Ports where only a subset of activate messages have been received compared with the LSR and create messages.
- Orders which are candidates for 10 digit triggers, except those that did not receive 10 digit triggers prior to the port out date.
- LSRs where the CLEC did not contact BST within 30 minutes after Activate Message.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each number on the service order is disconnected in the Central Office switch. Elapsed time for each ported number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period. Non-Business hours will be excluded from the duration calculation for unscheduled after hours LNP ports. This will yield a benchmark equivalent to by 12:00 noon the next business day thus, keeping the benchmark at 4 hours.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date and time

Average Disconnect Timeliness Interval = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Receipt Date/Time (ESI Number Manager)
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of customer trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = $(a / b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Customer Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Submission Date and Time (TICKET_ID)
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Submission Date and Time
- Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design	Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	Retail Residence & Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
• UNE Switch ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line Sharing	ADSL provided to Retail
• UNE Other Design	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Interconnection Trunks	Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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
- 2W Analog Loop Design Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 Retail Digital Loop >= DS1
- UNE Loop + Port Combinations Retail Residence & Business
- UNE Switch ports Retail Residence & Business (POTS)
- UNE Combo Other Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ADSL provided to Retail
- UNE ISDN Retail ISDN – BRI
- UNE Line Sharing ADSL Provided to Retail
- UNE Other Design Retail Design
- UNE Other Non-Design Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) Retail DS1/DS3 Interoffice
- Local Interconnection Trunks Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Initial and repeated customer direct or referred customer troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = $(a / b) \times 100$

- a = Count of Initial and Repeated Customer Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)
- # Service Access Lines in Service at the end of period

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Ticket Submission Date and Time
- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- | | |
|---|---|
| • Resale Residence | Retail Residence |
| • Resale Business | Retail Business |
| • Resale Design | Retail Design |
| • Resale PBX | Retail PBX |
| • Resale Centrex..... | Retail Centrex |
| • Resale ISDN | Retail ISDN |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • UNE Digital Loop < DS1 | Retail Digital Loop < DS1 |
| • UNE Digital Loop >= DS1 | Retail Digital Loop >= DS1 |
| • UNE Loop + Port Combinations..... | Retail Residence and Business |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |
| • UNE xDSL (HDSL, ADSL and UCL) | ADSL Provided to Retail |
| • UNE ISDN | Retail ISDN – BRI |
| • UNE Line Sharing | ADSL Provided to Retail |
| • UNE Other Design..... | Retail Design |
| • UNE Other Non-Design | Retail Residence and Business |
| • Local Interconnection Trunks | Parity with Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • UNE Digital Loop < DS1 | Retail Digital Loop < DS1 |
| • UNE Digital Loop > DS1 | Retail Digital Loop >= DS1 |
| • UNE Loop + Port Combinations..... | Retail Residence and Business |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |

- UNE xDSL (HDSL, ADSL and UCL) ADSL Provided to Retail
- UNE ISDN Retail ISDN – BRI
- UNE Line Sharing ADSL Provided to Retail
- UNE Other Design Retail Design
- UNE Other Non-Design Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) Retail DS1/DS3 Interoffice
- Local Interconnection Trunks Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Customer Trouble Ticket was Opened

Average Maintenance Duration = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Customer Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets (LINE_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total Duration Time
- Service Type
- Disposition and Cause (Non-Design/Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	Retail Residence
• Resale Business	Retail Business
• Resale Design	Retail Design
• Resale PBX	Retail PBX
• Resale Centrex.....	Retail Centrex
• Resale ISDN	Retail ISDN
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design.....	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations.....	Retail Residence and Business
• UNE Switch ports	Retail Residence and Business (POTS)
• UNE Combo Other	Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line Sharing	ADSL Provided to Retail
• UNE Other Design.....	Retail Design
• UNE Other Non-Design	Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	Retail DS1/DS3 Interoffice
• Local Interconnection Trunks.....	Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	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
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design.....	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1