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General Counsel

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June 26, 2001

**VIA HAND DELIVERY**

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition to Convene a Contested Case Proceeding to Establish "Permanent Prices" for Interconnection and Unbundled Network Elements*
Docket No. 97-01262

Dear Mr. Waddell:

On June 21, 2001, the Authority ordered BellSouth to submit revised rates, terms and conditions in connection with the generic tariff BellSouth has been ordered to file. *See* Order Denying Tariff No. 01-00205 and Opening Docket No. 01-00526, entered June 21, 2001. Enclosed are fourteen copies of revised rates, terms and conditions filed in response to that Order.

Consistent with BellSouth's Motion to Modify Tariff Revision Requirements Consistent with FCC Order on Remand and BellSouth's letter to the Authority dated June 25, 2001, the enclosed does not include terms and conditions regarding intercarrier compensation. Proposed terms and rates regarding intercarrier compensation will be submitted to the Authority no later than July 10, 2001.

BellSouth requests that the Authority not approve the tariff until such time as the proposed language relative to intercarrier compensation has been submitted and approved.

Thank you for your attention to this matter.

Very truly yours,

Guy M. Hicks

GMH/jej

Enclosure

396350

## CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2001, a copy of the foregoing document was served on the parties of record as indicated:

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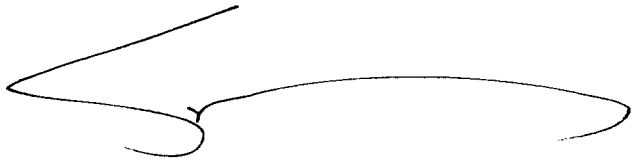

# TITLE PAGE (N)

# COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF (N)
# FOR THE (N)
# STATE OF TENNESSEE (N)

## EXPLANATION OF SYMBOLS (N)

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols: (N)

| | | |
|---|---|---|
| (C) | To signify changed regulation | (N) |
| (D) | To signify discontinued rate, regulation or text | (N) |
| (I) | To signify increase | (N) |
| (N) | To signify new rate, regulation or text | (N) |
| (R) | To signify reduction | (N) |
| (T) | To signify a change in text but no change in rate or regulation | (N) |
| (M) | To signify material relocated from or to another part of the tariff. (Also, if appropriate - with no change in text, rate or regulation) | (N) |

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# C1. APPLICATION OF TARIFF

## C1.1 General (N)

This Tariff contains the rates, terms, and conditions applicable to the provision of certain unbundled network elements (UNEs), interconnection and other services furnished by BellSouth Telecommunications, Inc. (hereinafter referred to as the Company) to Competitive Local Exchange Carriers (CLECs) in Tennessee. (N)

A. According to the Tennessee Regulatory Authority order in Docket 97-01262, the purpose of this Tariff is to ensure that certain UNEs and services are available to CLECs on a nondiscriminatory basis at cost based rates as required by the Telecommunications Act of 1996. Consistent with Section 252 of the Telecommunications Act of 1996, 47 U.S.C. §252, this Tariff does not preclude CLECs from negotiating a local interconnection agreement with the Company which includes rates, terms, and conditions different from those stated herein or from negotiating a local interconnection agreement which includes the same rates, terms, and conditions stated herein. (N)

B. CLECs ordering UNEs from this Tariff must be authorized by the Tennessee Regulatory Authority to offer local exchange service and/or exchange access service in Tennessee. (N)

C. CLECs must execute a Notice of Election to purchase UNEs or services under this Tariff. By executing a Notice of Election, the CLEC agrees to all of the rates, terms, and conditions set forth herein.

D. A CLEC may incorporate the rates, terms, and conditions in this Tariff for UNEs and services into a currently effective local interconnection agreement with the Company in accordance with the provisions set forth in such local interconnection agreement for amending or modifying the provisions thereof. (N)

E. The provisions of this Tariff do not supersede or in any way modify the provisions, including rates, terms, and conditions, of any currently effective agreement between any CLEC and the Company. (N)

F. Nothing in this Tariff is intended to conflict with the express provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e), which requires that any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. (N)

## C1.2 Rates, Terms, and Conditions (N)

The rates, terms, and conditions for UNEs and services offered under this Tariff are stated in Appendix A. (N)

# Appendix A
# To
# Tariff C

1. **Definitions**

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

1.2 **Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the TRA to provide local exchange service within BellSouth's franchised area.

1.3 **End User** means the ultimate user of the Telecommunications Service.

1.4 **FCC** means the Federal Communication Commission.

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

1.6 **Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.7 **Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

2. **Parity**

To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to CLEC-1 shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of CLEC-1 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by CLEC-1.

3. **White Pages Listings**

3.1 BellSouth shall provide CLEC-1 and their customers access to white pages directory listings under the following terms:

3.2 Listings. Subject to execution of an agreement between CLEC-1 and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation and upon CLEC-1's request, CLEC-1 shall provide all new, changed and deleted listings on a timely basis and CLEC-1 residential and business customer listings will be included in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC-1 and BellSouth subscribers.

3.2.1 Rates. So long as CLEC-1 provides subscriber listing information to BellSouth in accordance with the terms and conditions herein, BellSouth shall provide to CLEC-1 one (1) primary White Pages listing per CLEC-1 subscriber at no charge other than applicable service order charges as set forth in this Tariff.

3.3 Procedures for Submitting CLEC-1 subscriber information are found in The BellSouth Business Rules for Local Ordering, located at BellSouth's Interconnection Services internet website (www.interconnection.bellsouth.com). Said Business Rules are incorporated herein by this reference.

3.3.1 Notwithstanding any provision(s) to the contrary, CLEC-1 shall provide to BellSouth, and BellSouth shall accept, CLEC-1's Subscriber Listing Information (SLI) relating to CLEC-1's customers in the Tennessee geographic area(s) served by BellSouth. CLEC-1 authorizes BellSouth to release all such CLEC-1 SLI provided to BellSouth by CLEC-1 to qualifying third parties via either license Tariff or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC-1 SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

3.3.2 No compensation shall be paid to CLEC-1 for BellSouth's receipt of CLEC-1 SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC-1's SLI, or costs on an ongoing basis to administer the release of CLEC-1 SLI, CLEC-1 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

3.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by CLEC-1 under this Tariff. CLEC-1 shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate CLEC-1 listings or use of the SLI provided pursuant to this Tariff. BellSouth may forward to CLEC-1 any complaints received by BellSouth relating to the accuracy or quality of CLEC-1 listings.

3.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

3.4 Unlisted/Non-Published Subscribers. CLEC-1 will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC-1 customers that wish to be omitted from directories.

3.5 Inclusion of CLEC-1 Customers in Directory Assistance Database. BellSouth will include and maintain CLEC-1 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and CLEC-1 shall provide such Directory Assistance listings at no recurring charge. BellSouth and CLEC-1 will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

3.6 Listing Information Confidentiality. BellSouth will accord CLEC-1's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to CLEC-1's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.

3.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's Tennessee General Subscriber Services Tariff.

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

4.1 Subpoenas Directed to BellSouth. Where BellSouth provides local switching for CLEC-1, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to CLEC-1 end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for CLEC-1 end users for the same length of time it maintains such information for its own end users.

4.2 Subpoenas Directed to CLEC-1. Where BellSouth is providing to CLEC-1 local switching, then CLEC-1 agrees that in those cases where CLEC-1 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC-1 end users, and where CLEC-1 does not have the requested information, CLEC-1 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

4.3 In all other instances, where BellSouth or CLEC-1 receive a request for information involving the other end user, whoever received the request will advise the law

enforcement agency initiating the request to redirect such request to the other.

5. **Liability and Indemnification**

5.1 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to CLEC-1 for any act or omission of another telecommunications company providing services to CLEC-1.

5.2 Limitation of Liability

5.2.1 Each party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

5.2.2 Neither CLEC-1 nor BellSouth shall be liable for damages to each other's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by the company's negligence or willful misconduct or by its failure to ground properly a local loop after disconnection.

5.2.3 Under no circumstance shall BellSouth or CLEC-1 be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data.

5.2.4 To the extent any specific provision of this Tariff purports to impose liability, or limitation of liability, on BellSouth or CLEC-1 different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.3 Indemnification for Certain Claims. When the company is providing services hereunder to the other, its affiliates and its parent company, shall be indemnified, defended and held harmless by the receiving company's against any claim, loss or damage arising from CLEC-1 by use of the services provided under this Tariff pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the receiving company arising from it use or reliance on the providing company's services, actions, duties, or obligations arising out of this Tariff.

5.4 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS TARIFF, NEITHER COMPANY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER COMPANY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS TARIFF. BOTH COMPANIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

6. **Intellectual Property Rights and Indemnification**

6.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by thisTariff. CLEC-1 is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, CLEC-1 may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Tariff.

6.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by BellSouth shall remain its exclusive property. Except for a limited license to use patents or copyrights to the extent necessary for CLEC-1 to use any facilities or equipment (including software) or to receive any service solely as provided under thisTariff, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by BellSouth, is granted to CLEC-1 or shall be implied or arise by estoppel. It is the responsibility of BellSouth to ensure at no additional cost that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the either to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under thisTariff.

6.3 Indemnification. When providing a service pursuant to this Tariff, CLEC-1 or BellSouth will defend the company receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving company of such service in the manner contemplated under this Tariff and will indemnify the receiving company for any damages awarded based solely on such claims in accordance with Section 5 of this Tariff.

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

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

6.4.2 Obtain a license sufficient to allow such use to continue.

6.4.3 In the event 7.4.1 or 7.4.2 are commercially unreasonable, then BellSouth may, withdraw, upon reasonable notice, the appropriate sections of this Tariff with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.5 Exception to Obligations. BellSouth's obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.6 Exclusive Remedy. The foregoing shall constitute CLEC-1's sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under thisTariff.

7. **Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and CLEC-1, each as the "Discloser," to provide to the other, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Tariff; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Tariff by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of performing its obligations under this Tariff and for no other entity or purpose, except as may be otherwise agreed to in writing. Nothing herein shall prohibit Recipient from providing information requested by the FCC or the TRA, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

7.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

7.7 Survival of Confidentiality Obligations. The rights and obligations under this Section 8 shall survive and continue in effect until four (4) years after the Information is provided. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8. **Taxes**

8.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

8.2 Taxes and Fees Imposed Directly On Either Providing company or Purchasing company.

8.2.1 Taxes and fees imposed on the providing company, which are not permitted or required to be passed on by the providing company to its customer, shall be borne and paid by the providingcompany.

8.2.2 Taxes and fees imposed on the purchasing company, which are not required to be collected and/or remitted by the providing company, shall be borne and paid by the purchasing company.

8.3 Taxes and Fees Imposed on Purchasing company But Collected And Remitted By Providing company.

8.3.1 Taxes and fees imposed on the purchasing company shall be borne by the purchasing company, even if the obligation to collect and/or remit such taxes or fees is placed on the providingcompany.

8.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the companies. Notwithstanding the foregoing, the purchasing company shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing company at the time that the respective service is billed.

8.3.3 If the purchasing company determines that in its opinion any such taxes or fees are not payable, the providing company shall not bill such taxes or fees to the purchasing company if the purchasing company provides written certification, reasonably satisfactory to the providing company, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing company has determined and certified not to be payable, or any such tax or fee that was not billed by the providing company, the purchasing company may contest the same in good faith, at its own expense. In any such contest, the purchasing company shall promptly furnish the providing company with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing company and the taxing authority.

8.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing company during the pendency of such contest, the purchasing company shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

8.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing company shall pay such additional amount, including any interest and penalties thereon.

8.3.6 Notwithstanding any provision to the contrary, the purchasing company shall protect, indemnify and hold harmless (and defend at the purchasing company's expense) the providing company from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing company in connection with any claim for or contest of any such tax or fee.

8.3.7 Each company shall notify the other company in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8.4 Taxes and Fees Imposed on Providing company But Passed On To Purchasing company.

8.4.1 Taxes and fees imposed on the providing company, which are permitted or required to be passed on by the providing company to its customer, shall be borne by the purchasing company.

8.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the companies. Notwithstanding the foregoing, the purchasing company shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing company at the time that the respective service is billed.

8.4.3 If the purchasing company disagrees with the providing company's determination as to the application or basis for any such tax or fee, the companies shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Company shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing company shall abide by such determination and pay such taxes or fees to the providing Company. The providing company shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing company shall be at the purchasing company's expense.

8.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing company during the pendency of such contest, the purchasing company shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

8.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing company shall pay such additional amount, including any interest and penalties thereon.

8.4.6 Notwithstanding any provision to the contrary, the purchasing company shall protect indemnify and hold harmless (and defend at the purchasing company's expense) the providing company from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing company in connection with any claim for or contest of any such tax or fee.

8.4.7 Each company shall notify the other company in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8.5 Mutual Cooperation. In any contest of a tax or fee by one company, the other company shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other company shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

9. **Force Majeure**

In the event performance of this Tariff, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control of BellSouth, BellSouth affected, upon giving prompt notice to the CLEC-1, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the CLEC-1 shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased).

10. **CLEC Modification**

10.1 If CLEC-1 changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CLEC-1 to notify BellSouth of said change and request that the appropriate changes be made to the billing accounts. CLEC-1 shall bear all expense associated with any necessary changes to accounts.

10.2 Notwithstanding the foregoing, BellSouth may provide CLEC-1 notice via Internet changes to business processes and policies; notices of new service offerings; and changes to service offerings;, notices required to be posted to BellSouth's website; and any other information of general applicability to CLECs.

## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

**1. Introduction**

1.1 The price for each unbundled network element and combination of unbundled Network Elements are set forth in the Price Schedule in this Tariff.

1.2 "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis used by CLEC-1 in the provision of a telecommunications service. For purposes of this Tariff, combinations of Network Elements shall be referred to as "Combinations."

1.2.1 Except as otherwise required by law, BellSouth shall not impose limitations, restrictions or requirements on a request for the use of the network elements or combinations that would impair the ability of CLEC-1 to offer telecommunications service in the manner CLEC-1 intends.

1.2.2 Except upon request by CLEC-1, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.2.2.1 Currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location to a particular end user. Pursuant to the Authority's orders in Docket No. 97-01262 and Docket No. 99-00430, BellSouth shall provide to CLEC-1 in Tennessee Combinations in accordance with the terms of this Agreement regardless of whether such Combinations are currently combined as defined herein. BellSouth does not waive any rights to appeal or otherwise challenge the Authority's directive that BellSouth provide these Combinations.

1.3 BellSouth shall, upon request of CLEC-1, and to the extent technically feasible, provide to CLEC-1 access to its network elements for the provision of CLEC-1's telecommunications service.

1.4 CLEC-1 may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner CLEC-1 chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements that are located outside of the central office, BellSouth shall deliver to the designated CLEC-1 collocation space the network elements purchased by CLEC-1 for combining by CLEC-1. The network elements shall be provided as set forth herein.

1.5 CLEC-1 will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The

Operational Understanding is that which is set forth on BellSouth Interconnection Services Internet website (www.interconnection.bellsouth.com), incorporated herein by this reference.

2. **Unbundled Loops, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**

2.1 Unbundled Loops

2.1.1 Definition

The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers).

2.1.2 The provisioning of service to a CLEC-1's collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.

2.1.3 BellSouth Order Coordination referenced herein includes two types: "Order Coordination" (OC) and "Order Coordination - Time Specific" (OC-TS).

2.1.4 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where CLEC-1 is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and CLEC-1 will be advised.

2.1.5 "Order Coordination – Time Specific" refers to service order coordination in which CLEC-1 requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. CLEC-1 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). BellSouth will make every effort to accommodate CLEC-1's specific conversion time request. BellSouth, however, reserves the right to negotiate with CLEC-1 a conversion time based on load and appointment control when necessary. If CLEC-1 specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours,

overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of work force group required to perform the work, overtime hours worked and any special circumstances. The following chart sets forth the OC, OC-TS, DLR, Test Points and Dispatch rules associated with the various loops offered under this Tariff.

| | **Order Coordination** | **Order Coordination – Time Specific** | **Test Points** | **DLR** | **Charge for Dispatch and Testing if No Trouble Found** |
|---|---|---|---|---|---|
| **SL-1** | Not available | Not available | Not available | Chargeable Option | Charged for Dispatch inside & outside Central Office |
| **SL-2** | Included | Chargeable Option | Included | Included | Charged for Dispatch outside Central Office |
| **Unbundled Digital Loop** | Included | Chargeable Option (except on Universal Digital Channel) | Included (where appropriate) | Included | Charged for Dispatch outside Central Office |

2.1.6 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website http://www.interconnection.bellsouth.com incorporated herein by this reference. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. Order cancellation and expedite charges will apply in accordance with this Tariff.

2.1.7 If CLEC-1 modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by CLEC-1.

2.1.8 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.1.9 SL1 loops will be non-designed, will not have test points, and will not come with any OC or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If CLEC-1 requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group

required to perform the work, overtime hours worked and any special circumstances.

2.1.10 SL2 loops shall have test points, will be designed with a design layout record provided to CLEC-1, and will be provided with OC. The OC feature will allow CLEC-1 to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.1.11 CLEC-1 will be responsible for testing and isolating troubles on the loops. Once CLEC-1 has isolated a trouble report to the BellSouth provided loop, CLEC-1 will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.1.12 If CLEC-1 reports a trouble report on SL1 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.13 If CLEC-1 reports a trouble report on SL2 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.14 Technical Requirements

2.1.14.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s).

2.1.14.2 CLEC-1 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.1.14.3 the loop will support the transmission, signaling, performance and interface requirements of the services described above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by CLEC-1 will be consistent with industry standards and BellSouth's TR73600.

2.1.14.4 CLEC-1 may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if CLEC-1 orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service.

## 2.2. Integrated Digital Loop Carriers

2.2.1 If CLEC-1 requests one or more loops or Combinations of loops and ports that are served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing cooper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit CLEC-1 to order a Loop and to provide CLEC-1 with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible. Pursuant to the Authority's order, the Price Schedule in this Tariff assumes a network where 70.83% of its loops or its Combinations of loops and ports are delivered via IDLC.

## 2.3 Network Interface Device

2.3.1 Definition

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

BellSouth shall permit CLEC-1 to connect CLEC-1's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.3.2 Access to Network Interface Device (NID)

2.3.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), CLEC-1 may access the end user's wire by any of the following means: BellSouth shall allow CLEC-1 to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of CLEC-1 to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.

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

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

2.3.2.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., CLEC-1, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.3.2.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with CLEC-1 to develop specific procedures to establish the most effective means of implementing access to the NID.

2.3.3 Technical Requirements

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

2.3.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to CLEC-1's NID, consistent with the NID's function at the Effective Date of this Tariff.

2.3.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. CLEC-1 may request BellSouth do additional work to the NID and BellSouth will work with CLEC-1 to perform the additional work. When CLEC-1 deploys its own local loops with respect to multiple-line termination devices, CLEC-1 shall specify the quantity of NIDs connections that it requires within such device.

2.3.3.4 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.4 **Unbundled Loop Concentration (ULC) System**

2.4.1 BellSouth will provide to CLEC-1 Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office.

2.5 **Sub-loop Elements**

2.5.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.5.2 Sub-loop components include the following:

2.5.2.1 Unbundled Sub-Loop Distribution;

2.5.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.5.2.3 Unbundled Sub-Loop Feeder.

2.6 **Unbundled Sub-Loop (distribution facilities)**

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

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

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

2.6.4 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D, CLEC-1 would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to CLEC-1's feeder facilities. This cable would be connected, by a BellSouth

technician, within the BellSouth RT/cross-box during the set-up process. CLEC-1's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.6.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where CLEC-1 has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described below. If any work must be done to modify existing BellSouth facilities or add new facilities to accommodate CLEC-1's request for Unbundled Sub-Loops, CLEC-1 may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. CLEC-1 will have the option of paying the SC charges to modify the BellSouth facilities.

2.6.6 Set-up work must be completed before CLEC-1 can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.6.7 Once the set-up is complete, the CLEC-1 will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when CLEC-1 requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by CLEC-1 for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

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

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

2.7 **Unbundled Sub-Loop Concentration System (USLC)**

2.7.1 Where facilities permit, BellSouth will provide CLEC-1 with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into CLEC-1's collocation space.

2.7.2 In these scenarios CLEC-1 would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow CLEC-1's sub-loops to

then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.8 **Unbundled Sub-Loop Feeder**

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

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

2.8.3 USLF can also be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I);

2.8.4 USLF will provide the facilities needed to provision a 2W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of CLEC-1's loop distribution elements onto BellSouth's feeder system.

2.8.5 Requirements

2.8.5.1 CLEC-1 will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to CLEC-1. CLEC-1 will then have the option of paying the special construction charges or canceling the order.

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

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

2.9 **Dark Fiber**

2.9.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

2.9.2 Requirements

2.9.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to CLEC-1.

2.9.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at CLEC-1's request subject to time and materials charges.

2.9.2.3 CLEC-1 may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.9.2.4 BellSouth shall use its best efforts to provide to CLEC-1 information regarding the location, availability and performance of Dark Fiber within ten (10) business days after receiving a request from CLEC-1 ("Request").

2.9.2.5 BellSouth shall use its best efforts to make Dark Fiber available to CLEC-1 within twenty (20) business days after it receives written confirmation from CLEC-1 that the Dark Fiber previously deemed available by BellSouth is wanted for use by CLEC-1. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable CLEC-1 to connect or splice CLEC-1 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.9.2.6 Dark Fiber shall meet the manufacturer's design specifications.

3.0 **Local Switching**

3.1 Except as otherwise provided herein, BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis

3.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on CLEC-1 regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

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

3.3.1 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1)

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

3.3.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not unbundle local circuit switching for CLEC-1 when CLEC-1 serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches Density Zone 1 in the Nashville MSA;

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

3.3.4 BellSouth will provide to CLEC-1 customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 ; (iii) for CLEC-1's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by CLEC-1. CLEC-1 customers may use the same dialing arrangements as BellSouth customers.

3.3.5 BellSouth will provide to CLEC-1 purchasing local BellSouth switching , selective routing of calls to a requested directory assistance services platform or operator services platform as set forth in this Tariff. CLEC-1 customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-1 branded service.

3.3.6 Technical Requirements

3.3.6.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

3.3.6.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.3.6.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers.

3.3.6.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

3.3.6.5 BellSouth shall activate service for CLEC-1 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to CLEC-1's services without loss of switch feature functionality as defined in this Tariff.

3.3.6.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

3.3.6.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

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

3.3.6.10 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

3.3.6.11 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

3.3.6.12 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

3.3.6.13 BellSouth shall offer to CLEC-1 all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

3.3.6.14 Where capacity exists, BellSouth shall assign each CLEC-1 customer line the class of services designated by CLEC-1 (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from CLEC-1 customers to CLEC-1 operators at CLEC-1's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to CLEC-1 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

3.3.6.15 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

3.3.7 Interface Requirements. BellSouth shall provide the following interfaces to loops:

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

3.3.7.2 Coin phone signaling;

3.3.7.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

3.3.7.4 Two-wire analog interface to PBX;

3.3.7.5 Four-wire analog interface to PBX;

3.3.7.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

3.3.7.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

3.3.7.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

3.3.7.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

3.3.8 BellSouth shall provide access to the following but not limited to:

3.3.8.1 SS7 Signaling Network or Multi-Frequency trunking if requested by CLEC-1;

3.3.8.2 Interface to CLEC-1 operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.3.8.3 Interface to CLEC-1 Directory Assistance Services through the CLEC-1 switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC-1 required access to interexchange carriers as requested through appropriate trunk interfaces.

3.4 **Tandem Switching**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

3.4.1 Technical Requirements

3.4.1.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

3.4.1.2 Tandem Switching shall provide signaling to establish a tandem connection;

3.4.1.3 Tandem Switching will provide screening as jointly agreed to by CLEC-1 and BellSouth;

3.4.1.4 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

3.4.1.5 Tandem Switching shall provide access to Toll Free number portability database as designated by CLEC-1;

3.4.1.6 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

3.4.1.7 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

3.4.1.8 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

3.4.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC-1 switches.

3.4.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC-1s (e.g., between a CLEC-1 end office and the end office of another CLEC-1).

3.4.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

3.4.5 BellSouth shall maintain CLEC-1's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

3.4.6 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

3.4.7 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by CLEC-1 and BellSouth.

3.4.8 Tandem Switching shall process originating toll-free traffic received from CLEC-1's local switch.

3.4.9 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

3.4.10 Interface Requirements

3.4.10.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

3.4.10.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

3.4.10.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

3.4.10.4 Tandem Switching shall interconnect with CLEC-1's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At CLEC-1's request, Tandem Switching shall record and keep records of traffic for billing.

3.4.10.5 Tandem Switching shall provide an alternate final routing pattern for CLEC-1's traffic overflowing from direct end office high usage trunk groups.

3.4.10.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.

4.0 **Unbundled Network Element Combinations**

4.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); and 2) Loop/Port Combinations.

4.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location. Pursuant to the Authority's orders in Docket No. 97-01262 and Docket No. 99-00430, BellSouth shall provide to CLEC-1 in Tennessee Combinations in accordance with the terms of this Agreement regardless of whether such Combinations are currently combined as defined herein. BellSouth does not waive any rights to appeal or otherwise challenge the Authority's directive that BellSouth provide these Combinations.

4.3 **Enhanced Extended Links (EELs)**

4.3.1 Where facilities permit, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined below. BellSouth shall provide EELs regardless of whether such EELS are currently combined.

4.3.2 BellSouth will provide access to the EEL in the combinations set forth in Section 4.3.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to CLEC-1's POP serving wire center. The channels on the circuit sufficient to meet the local usage options described in Section 4.3.5 below, must be connected to CLEC-1's switch for the purpose of provisioning telephone exchange service to CLEC-1's end-user customers. The EEL will be connected to CLEC-1's facilities in CLEC-1's collocation space at the POP SWC, or CLEC-1 may purchase BellSouth's access facilities between CLEC-1's POP and CLEC-1's collocation space at the POP SWC.

4.3.3 EEL Combinations

4.3.3.1 2 wire VG Extended Loop with DS1 Dedicated Interoffice Transport

4.3.3.2 4 wire VG Extended Loop with DS1 Dedicated Interoffice Transport

4.3.3.3 4 wire 56 or 64 Kbps Extended Digital Loop with Dedicated DS1 Interoffice Transport

4.3.3.4 Extended 2 wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport

4.3.3.5 Extended 4 wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport

4.3.3.6 Extended 4 wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport

4.3.4 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

4.3.5 Special Access Service Conversions

4.3.5.1 CLEC-1 may not convert special access services to combinations of loop and transport network elements, whether or not CLEC-1 self-provides its entrance facilities (or obtains entrance facilities from a third party), unless CLEC-1 uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent CLEC-1 requests to convert any special access services to combinations of loop and transport network elements at UNE prices, CLEC-1 shall provide to BellSouth a letter certifying that CLEC-1 is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option CLEC-1 seeks to qualify for conversion of special access circuits. CLEC-1 shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the

following options is met:

4.3.5.1.1 CLEC-1 certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at CLEC-1's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, CLEC-1 is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. CLEC-1 can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

4.3.5.1.2 CLEC-1 certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at CLEC-1's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

4.3.5.1.3 CLEC-1 certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. CLEC-1 does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

4.3.5.2 In addition, there may be extraordinary circumstances where CLEC-1 is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth herein. In such case, CLEC-1 may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order.

4.3.5.3 BellSouth may at its sole discretion audit CLEC-1 records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and CLEC-1 shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement.

In the event of noncompliance, CLEC-1 shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that CLEC-1 is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the TRA. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from CLEC-1.

4.3.5.4 CLEC-1 may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

4.3.6 Multiplexing

4.3.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in thisTariff.

4.3.7 The non-recurring and recurring rates for the EELs whether currently combined or new, are as set forth in this Tariff.

4.3.8 Where the Network Elements are not currently combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such Combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the Combination.

4.4 **Port/Loop Combinations**

4.4.1 At CLEC-1's request and except as otherwise stated herein, BellSouth shall provide access to combinations of port and loop network elements set forth below. BellSouth shall provide combinations of port and loop network elements on an unbundled basis regardless of whether such combinations are currently combined, except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 4.4.1.1.

4.4.1.1 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Nashville, TN; and to CLEC-1 if CLEC-1's customer has 4 or more DS0 equivalent lines. Therefore BellSouth shall not provide port and loop combinations when said conditions are met.

4.4.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the rates set forth in this Tariff.

4.4.3 Combination Offerings

4.4.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4.3.3 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4.3.4 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4.3.5 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.0 **Transport and Channelization**

5.1 Transport

5.1.1 Interoffice transmission facility network elements include:

5.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and CLEC-1.

5.1.1.2 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

5.2 BellSouth shall:

5.2.1 Provide CLEC-1 exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

5.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that CLEC-1 could use to provide telecommunications services;

5.2.3 Permit, to the extent technically feasible, CLEC-1 to connect such interoffice facilities to equipment designated by CLEC-1, including but not limited to, CLEC-1's collocated facilities; and

5.2.4 Permit, to the extent technically feasible, CLEC-1 to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

5.3 **Common (Shared) Transport**

5.3.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.

5.3.2 Technical Requirements of Common (Shared) Transport

5.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

5.3.2.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

5.3.2.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

5.4 **Dedicated Transport**

5.4.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

5.4.2 Unbundled Local Channel

5.4.3 Unbundled Local Channel is the dedicated transmission path between CLEC-1's Point of Presence and the BellSouth Serving Wire Center's collocation.

5.4.4 Unbundled Interoffice Channel.

5.4.5 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

5.4.6 BellSouth shall offer Dedicated Transport in each of the following ways:

5.4.6.1 As capacity on a shared UNE facility.

5.4.6.2 As a circuit (e.g., DS0, DS1) dedicated to CLEC-1. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

5.4.7 When Dedicated Transport is provided it shall include:

5.4.7.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

5.4.7.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

5.4.8 Rates for Dedicated Transport are listed in the Price Schedule in this Tariff.

5.4.9 Technical Requirements

5.4.9.1 This Section sets forth technical requirements for all Dedicated Transport.

5.4.9.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1) shall be dedicated to CLEC-1 designated traffic.

5.4.9.3 BellSouth shall offer Dedicated Transport in all technologies that become available including DS0 and DS1 transport services.

5.4.9.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

5.4.9.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.4.9.5.1 DS0 Equivalent;

5.4.9.5.2 DS1;

5.4.9.5.3 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by CLEC-1.

5.4.9.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

5.4.9.6.1 BellSouth Technical References:

5.4.9.6.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.4.9.6.3 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

5.4.9.6.4 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.5 **Unbundled Channelization**

5.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Price Schedule in this Tariff. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

5.5.2 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, CLEC-1 can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

5.5.3 Channelization capabilities will be as follows:

5.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s.

5.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

5.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

5.5.4 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

5.5.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

5.5.6 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

5.5.7 Technical Requirements

5.5.7.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

5.5.7.2 DS0 to DS1 Channelization

5.5.7.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.

6.0 **Selective Routing Utilizing Line Class Codes**

6.1 Where CLEC-1 is utilizing BellSouth's unbundled switching:

6.1.1 Unbranding, Custom Branding, and Self Branding require CLEC-1 to order selective routing for each originating BellSouth end office identified by CLEC-1. Rates for Selective Routing are set forth in the Price Schedule in this Tariff. Selective Routing shall be ordered through CLEC-1's account team. The account team will coordinate the provision of the service to CLEC-1.

6.1.2 Custom Branding and Self Branding require CLEC-1 to order dedicated trunking from each BellSouth end office identified by CLEC-1, to either the BellSouth Traffic Operator Position System (TOPS) or CLEC-1 Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

6.1.3 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by CLEC-1 to the BellSouth TOPS. These calls are routed to "No Announcement."

6.2 Where CLEC-1 is utilizing its own switching, all Service Levels (unbranding, custom branding and self branding) require CLEC-1 to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

6.3 Customized Branding shall require CLEC-1 to pay charges associated with the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which CLEC-1 requires service.

6.4 Directory Assistance customized branding uses:

6.4.1 the recording of the name;

6.4.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

6.4.3 Operator Call Processing customized branding uses:

6.4.4 the recording of the name;

6.4.5 the front-end loading of the DRAM in the TOPS Switch;

6.4.6 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

6.4.7 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

**7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by CLEC-1. BellSouth shall provide 8XX TFD in accordance with the following:

7.2 Technical Requirements

7.2.1 BellSouth shall provide CLEC-1 with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by CLEC-1.

7.2.3 The SCP shall also provide, at CLEC-1's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia, April 1994) as are available to BellSouth. These may include but are not limited to:

7.2.3.1 Network Management;

7.2.3.2 Customer Sample Collection; and

7.2.3.3 Service Maintenance.

8. **Line Information Database (LIDB)**

8.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region.

8.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.3 Technical Requirements

8.3.1 BellSouth shall process CLEC-1's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC-1 what additional functions (if any) are performed by LIDB in the BellSouth network.

8.3.2 Within two (2) weeks after a request by CLEC-1, BellSouth shall provide CLEC-1 with a list of the customer data items, which CLEC-1 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

8.3.3 All additions, updates and deletions of CLEC-1 data to the LIDB shall be solely at the direction of CLEC-1. Such direction from CLEC-1 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

8.3.4 BellSouth shall provide priority updates to LIDB for CLEC-1 data upon CLEC-1's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

8.3.5 BellSouth shall perform backup and recovery of all of CLEC-1's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

8.3.6 BellSouth shall provide CLEC-1 with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period.

8.3.7 BellSouth shall prevent any access to or use of CLEC-1 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by CLEC-1 in writing.

8.3.8 BellSouth shall accept queries to LIDB associated with CLEC-1 customer records, and shall return responses in accordance with industry standards.

8.4 Interface Requirements

8.4.1 The CCS interface to LIDB shall be the standard interface. .

8.4.2 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with industry standard. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9. **Signaling**

9.1 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10. **Signaling Link Transport**

10.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-1's designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

10.2 Technical Requirements

10.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

10.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

10.2.3 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

10.2.4 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLEC-1s)).

10.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

10.3.1 An A-link layer shall consist of two links.

10.3.2 A B-link layer shall consist of four links.

10.4 Interface Requirements

10.4.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-1 designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

11. **Signaling Transfer Points (STPs)**

11.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

11.2 Technical Requirements

11.3 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

11.3.1 BellSouth Local Switching or Tandem Switching;

11.3.2 BellSouth Service Control Points/DataBases;

11.3.3 Third-party local or tandem switching;

11.3.4 Third-party-provided STPs.

11.4 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction

Capabilities Application Part (TCAP) user data that constitutes the content of the message.

11.5 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC-1 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between CLEC-1 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

11.6 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

11.7 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a CLEC-1 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a CLEC-1 database, then CLEC-1 agrees to provide BellSouth with the Destination Point Code for the CLEC-1 database.

11.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a CLEC-1 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by CLEC-1 and BellSouth.

11.9 STPs shall be on parity with BellSouth.

11.10 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

11.10.1 When technically feasible and upon request by CLEC-1, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and

interconnection of the BellSouth SS7 network with the CLEC-1 SS7 network to exchange TCAP queries and responses with a CLEC-1 SCP.

11.10.2 SS7 AIN Access shall provide CLEC-1 SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and CLEC-1 SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC-1 SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

11.11 Interface Requirements

11.11.1 BellSouth shall provide the following STPs options to connect CLEC-1 or CLEC-1-designated local switching systems or STPs to the BellSouth SS7 network:

11.11.2 An A-link interface from CLEC-1 local switching systems; and,

11.11.3 A B-link interface from CLEC-1 local STPs.

11.11.4 Each type of interface shall be provided by one or more sets (layers) of signaling links.

11.11.5 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.

11.11.6 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.

11.12 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

11.13 Message Screening

11.13.1 BellSouth shall set message screening parameters so as to accept valid messages from CLEC-1 local or tandem switching systems destined to any signaling point

within BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relation.

11.13.2 BellSouth shall set message screening parameters so as to pass valid messages from CLEC-1 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relationship.

11.13.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from CLEC-1 from any signaling point or network interconnected through BellSouth's SS7 network where the CLEC-1 SCP has a legitimate signaling relation.

11.13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

12. **Service Control Points/Databases**

12.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases.

12.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

12.3 Technical Requirements for SCPs/Databases

12.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to CLEC-1 in accordance with the following requirements.

12.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

12.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

12.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

13. **SS7 Network Interconnection**

13.1 SS7 Network Interconnection is the interconnection of CLEC-1 local Signaling Transfer Point Switches (STP) and CLEC-1 local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), CLEC-1 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

13.2 Technical Requirements

13.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

13.2.1.1 BellSouth local or tandem switching systems;

13.2.1.2 BellSouth DBs; and

13.2.1.3 Other third-party local or tandem switching systems.

13.2.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and CLEC-1 or other third-party switching systems with A-link access to the BellSouth SS7 network.

13.2.4 If traffic is routed based on dialed or translated digits between a CLEC-1 local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC-1 local STPs and BellSouth or other third-party local switch.

13.2.5 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

13.2.6 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

13.2.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

13.2.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and

13.2.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

13.2.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a CLEC-1 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of CLEC-1 local STPs, and shall not include SCCP Subsystem Management of the destination.

13.2.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

13.2.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

13.2.10 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

13.2.11 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

13.2.11.1 MTP Performance, as specified in ANSI T1.111.6;

13.2.11.2 SCCP Performance, as specified in ANSI T1.112.5; and

13.2.11.3 ISDNUP Performance, as specified in ANSI T1.113.5.

13.3 Interface Requirements

13.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect CLEC-1 or CLEC-1-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

13.3.1.1 A-link interface from CLEC-1 local or tandem switching systems; and

13.3.1.2 B-link interface from CLEC-1 STPs.

13.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.

13.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.

13.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

13.3.5 BellSouth shall set message screening parameters to accept messages from CLEC-1 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC-1 switching system has a legitimate signaling relation.

13.3.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

14. **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

14.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide CLEC-1 the capability that will allow CLEC-1 to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

14.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to CLEC-1. Scheduling procedures shall provide CLEC-1 equivalent priority to these resources.

14.3 BellSouth SCP shall partition and protect CLEC-1 service logic and data from unauthorized access, execution or other types of compromise.

14.4 When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable CLEC-1 to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

14.5 When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC-1 access will be provided via remote data connection (e.g., dial-in, ISDN).

14.6 When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall allow CLEC-1 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

15. **Basic 911 and E911**

15.1 If CLEC-1 orders network elements and other services, then CLEC-1 is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Tariff.

15.2 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

15.3 Requirements

15.3.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to CLEC-1 a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. CLEC-1 will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. CLEC-1 will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, CLEC-1 will be required to discontinue the Basic 911 procedures and being using E911 procedures.

15.3.2 E911 Service Provisioning. For E911 service, CLEC-1 will be required to install a minimum of two dedicated trunks originating from the CLEC-1 serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks

shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. CLEC-1 will be required to provide BellSouth daily updates to the E911 database. CLEC-1 will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, CLEC-1 will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. CLEC-1 shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

15.3.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLEC-1 beyond applicable charges for BellSouth trunking arrangements.

15.3.4 Basic 911 and E911 functions provided to CLEC-1 shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

15.3.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers and incorporated herein by this reference as amended from time to time during the term of this Tariff and incorporated herein by this reference will determine the appropriate practices and procedures for BellSouth and CLEC-1 to follow in providing 911/E911 services.

## 16. Operator Call Processing, Inward Operator Services and Directory Assistance Services

16.1 Operator Systems

16.1.1 Definition. Operator Systems provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. Operator Systems provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which is described in detail below.

16.1.2 BellSouth shall only be required to provide Operator Systems at the rates set forth in this Tariff until such time as the Authority issues an order that states that the BellSouth routing solution is functionally adequate and delineates the service areas the compliant routing solution is available to CLEC-1. BellSouth does not waive any rights to appeal or otherwise challenge the Authority's directive that it must provide Operator Systems at

the rates set forth in the Price Schedule in this tariff until the Authority has affirmatively stated that BellSouth offers a routing solution that is functionally adequate.

16.1.3 **Operator Service**

16.1.4 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit call calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

16.1.5 Requirements

16.1.5.1 When providing Operator Services, BellSouth shall:

16.1.5.1.1 Complete 0+ and 0- dialed local calls.

16.1.5.1.2 Complete 0+ intraLATA toll calls.

16.1.5.1.3 Process calls that are billed to CLEC-1's end user's calling card that can be validated by BellSouth.

16.1.5.1.4 Complete person-to-person calls.

16.1.5.1.5 Complete collect calls.

16.1.5.1.6 Provide the capability for callers to bill to a third party and complete such calls.

16.1.5.1.7 Complete station-to-station calls.

16.1.5.1.8 Process emergency calls.

16.1.5.1.9 Process ELI requests.

16.1.5.1.10 Process emergency call trace, as it does for its own end users. Calls must originate from a 911 provider.

16.1.5.1.11 Process operator-assisted directory assistance calls.

16.1.5.1.12 Adhere to equal access requirements so to provide CLEC-1 local end users the same IXC access provided to BellSouth end users.

16.1.5.1.13 Exercise at least the same level of fraud control in providing Operator Service to CLEC-1 that BellSouth provides for its own operator service.

16.1.5.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third Party calls.

16.1.5.1.15 Direct customer account and other similar inquires to the customer service center designated by CLEC-1.

16.1.5.1.16 Provide a feed of customer call records in "EMI" format to CLEC-1 in accordance with ODUF standards.

16.1.6 Interface Requirements

16.1.6.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of CLEC-1, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

16.2 **Directory Assistance Service**

16.2.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

16.2.2 Requirements

16.2.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by CLEC-1's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Tariff to one of the provided listings. The provision of said completion service shall be equal to that which BellSouth provides to its end users.

16.2.3 Directory Assistance Service Updates

16.2.3.1 BellSouth shall update end user listings changes daily. These changes include:

16.2.3.1.1 New end user connections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users;

16.2.3.1.2 End user disconnections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users.

16.2.3.1.3 End User address changes: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users.

16.2.3.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

**16.3 Directory Assistance Database Service ("DADS")**

16.4.1 Directory Assistance ("DA") database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is

authorized to include the customer data of a telecommunications carrier in the database available to CLEC-1. BellSouth shall provide access to the DA database in one of two manners.

16.4.2 BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the expressed purpose of providing Directory Assistance type services to CLEC-1 end users. Directory Assistance type service is defined as a service that allows CLEC-1 end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. CLEC-1 agrees that Directory Assistance Database Service ("DADS") will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, CLEC-1 shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, CLEC-1 authorizes the inclusion of CLEC-1's Directory Assistance listings in the BellSouth Directory Assistance products.

16.4.3 BellSouth shall provide CLEC-1 initially with a base file of subscriber listings which reflect all listing change activity occurring since CLEC-1's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by CLEC-1 and BellSouth. CLEC-1 agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

16.4.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to CLEC-1 that will reflect listing change activity occurring since CLEC-1's most recent update. BellSouth shall provide updates to CLEC-1 on a business, residence, or combined business and residence basis. CLEC-1 agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after CLEC-1 receives the base file.

16.4.5 BellSouth is authorized to include CLEC-1 Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of CLEC-1 Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to CLEC-1.

16.4.6 BellSouth shall provide to CLEC-1, upon request, via DADs, the names and addresses for BellSouth.

16.4.7 CLEC-1 and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The date files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.

16.4.8 Rates for DADS and DADAS are as set forth in this Tariff.

16.4.9 Direct Access to Directory Assistance Service ("DADAS") will provide CLEC-1's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow CLEC-1 to utilize its own switch, operator workstations and optional audio subsystems.

16.4.10 BellSouth will provide DADAS from its DA location. CLEC-1 will access the DADAS system via BellSouth provided point of availability. CLEC-1 has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.

16.4.11 A specified interface to each CLEC-1 subsystem will be provided by BellSouth. Interconnection between CLEC-1's system and a specified BellSouth location will be pursuant to the use of CLEC-1-owned or CLEC-1-leased facilities and shall be appropriate sized based upon the volume of queries being generated by CLEC-1.

16.4.12 The specifications for the three interfaces necessary for interconnection are available in the following documents:

16.4.13 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;

16.4.14 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and CLEC-1 Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

16.4.15 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

## PHYSICAL COLLOCATION

### 1. Scope

1.1 Scope. The rates, terms, and conditions contained within this Tariff shall only apply when CLEC-1 is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Tariff is applicable to Premises owned or leased by the Company. However, if the Premises occupied by the Company is leased by the Company from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Tariff.

All the rates, terms and conditions set forth in this Tariff pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. Subject to this Tariff, the Company allows CLEC-1 to occupy that certain area designated by the Company within a Company Premises, or on the Company property upon which the the Company Premises is located, of a size which is specified by CLEC-1 and agreed to by the Company (hereinafter "Collocation Space"). The Company Premises include the Company Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for the Company locations other than the Company Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period.

1.2.2 Neither the Company nor any of the Company's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, the Company may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with the Company services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by the Company.

1.5 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in the Price Schedule in this Tariff.

1.6 CLEC-1 agrees 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 Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, the Company will permit CLEC-1 to physically collocate, pursuant to the terms of this Tariff, at any the Company Premises, unless the Company has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. The Company will respond to an application within eight (8) business days as to whether space is available or not available within the Company Premises. The Company 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, the Company will notify CLEC-1 of the amount of space that is available and no Planning Fee shall apply. When the Company's response includes an amount of space less than that requested by CLEC-1 or differently configured, CLEC-1 must resubmit its Application to reflect the actual space available. If there is no readily available space, the Company will so notify CLEC-1 within this eight (8) business day interval and the Company will determine whether space can be made available and will notify CLEC-1 within twenty (20) business days of such notification as to whether space is available or not, in accordance with this section.

2.2 Denial of Application. After notifying CLEC-1 that the Company has no available space in the requested Premises ("Denial of Application"), the Company will allow CLEC-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by the Company within five (5) calendar days of the Denial of Application.

2.3 Filing of Petition for Waiver. Upon Denial of Application the Company will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). The Company shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, the Company or any of the Company'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, the Company shall permit CLEC-1 to inspect any floor plans or diagrams that the Company provides to the Commission.

2.4 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or a Letter of Intent, the Company will maintain a waiting list of requesting carriers who have either received a Denial of

Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. The Company will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct Application to the Company within 30 calendar days of such notification or notify the Company in writing within that time that CLEC-1 wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If CLEC-1 does not submit such an Application or notify the Company in writing as described above, the Company will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, the Company will advise CLEC-1 as to its position on the list.

2.6 Public Notification. the Company will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. The Company shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. The Company will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. The Company shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

## 3. Collocation Option

3.1 Cages. The Company shall construct enclosures in compliance with CLEC-1's collocation request.

3.2 CLEC-1 must provide the local the Company building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, the Company will not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.3 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the the Company Premises is located within a leased space and the Company is prohibited by said lease from offering such an option. CLEC-1 shall notify the Company 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 CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Tariff between the Company and CLEC-1.

3.3.1 CLEC-1, as the host CLEC shall be the sole interface and responsible Party to the Company for the assessment and billing of rates and charges contained within this Tariff; and for the purposes of ensuring that the safety and security requirements of this Tariff are fully complied with by the Guest, its employees and agents. The Company shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, CLEC-1 shall be the responsible party to the Company for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Planning Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Planning Fee, as set forth in the Price Schedule, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with the Company for the provision of the interconnecting facilities between the Company and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 CLEC-1 shall indemnify and hold harmless the Company from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space except to the extent caused by the Company's sole negligence, gross negligence, or willful misconduct.

**4. Occupancy**

4.1 Commencement Date. The "Commencement Date" shall be the day CLEC-1's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. The Company will notify CLEC-1 in writing that the Collocation Space is ready for occupancy. CLEC-1 must notify the Company in writing that collocation equipment installation is complete and is operational with the Company's network. The Company may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to the Company's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Tariff, Termination of Occupancy may occur in the following circumstances:

4.3.1 CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and

executed the documentation required by the Company prior to such removal date. CLEC-1 shall continue payment of monthly fees to the Company until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, the Company shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of the Company. Upon termination of CLEC-1's right to occupy Collocation Space, CLEC-1 shall surrender such Collocation Space to the Company in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

## 5. Use of Collocation Space

5.1 Equipment Type. The Company permits the collocation of any type of equipment necessary for interconnection to the Company's network or for access to unbundled network elements in the provision of telecommunications services.

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

5.1.2 CLEC-1 shall not request more DS0, DS1 and DS3 terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the splice location. The Company will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. CLEC-1 must contact the Company for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities.

5.2.1 Dual Entrance. The Company will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Tariff, the Company shall provide CLEC-1 with information regarding the Company's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, the Company will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of the Company. Where dual entrance is not available due to lack of capacity, the Company will so state in the Application Response.

5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same the Company Premises. CLEC-1 must arrange with the Company for the Company to splice the utilized entrance facility capacity to CLEC-1-provided riser cable.

5.3 Demarcation Point. The Company will designate the point(s) of demarcation between CLEC-1's equipment and/or network and the Company's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to the Company's network, the demarcation point shall be a CLEC-1 provided Point of Termination Bay (POT Bay) in a common area within the Premises. CLEC-1 shall be responsible for providing, and a supplier certified by the Company ("CLEC-1's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling

between CLEC-1's collocation space and the demarcation point. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Tariff, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 which must be performed in compliance with all applicable the Company policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLEC-1 and its selected Certified Supplier must follow and comply with all the Company requirements outlined in the Company's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 The Company's Access to Collocation Space. From time to time Tmay require access to the Collocation Space. The Company retains the right to access such space for the purpose of making the Company equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). The Company will give notice to CLEC-1 at least 48 hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever the Company performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 11, subsequent to Firm Order CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to the Company Access Management within 15 calendar days of CLEC-1'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. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Tariff or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. CLEC-1 shall notify the Company in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for the Company to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Tariff, CLEC-1 shall not use any product or service provided under this Tariff, 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 the Company 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 the Company 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 the Company reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, the Company shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1'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.

5.7.1 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 CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of the Company's or another entity's service, then and only in that event the Company may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. The Company will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by the Company constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, 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 CLEC-1 fails to take curative action within 48 hours then the Company will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where the Company demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 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.

5.8 Personalty and its Removal. Facilities and equipment placed by CLEC-1 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 CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.

5.9 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the the Company Premises without the written consent of the Company, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and a Planning Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a Certified Contractor for janitorial services applicable to Caged Collocation Space. The Company shall provide a list of such contractors on a site-specific basis upon request.

## 6. Ordering and Preparation of Collocation Space

6.1 Application for Space. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to the Company 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. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Company shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction

work by the Company, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of the Company shall be the Planning Fee as set forth in the Price Schedule. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.2 Application Response. When space has been determined to be available, the Company will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, Entrance Fiber Fee, and the space preparation fees, as described in Section 7.

6.3 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and the Company shall charge CLEC-1 a Planning Fee.

6.4 Bona Fide Firm Order. CLEC-1 shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to CLEC-1's Bona Fide Application.

6.5 Construction and Provisioning Interval. the Company will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, the Company will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event CLEC-1 submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event CLEC-1 submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event CLEC-1 submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. The Company will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with CLEC-1 at the time the

application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.

6.5.1 To be considered a timely and accurate forecast, CLEC-1 must submit to the Company the CLEC Forecast Form, as set forth in Exhibit C attached hereto, containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.6 Joint Planning. Joint planning between the Company and CLEC-1 will commence within a maximum of twenty (20) calendar days from the Company's receipt of a Bona Fide Firm Order. The Company will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning.

6.7 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.

6.8 Acceptance Walk Through. CLEC-1 will contact the Company within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from the Company by CLEC-1. The Company will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.9 Use of Certified Supplier. CLEC-1 shall select a supplier which has been approved as a Certified Supplier to perform all engineering and installation work. CLEC-1 and CLEC-1's Certified Supplier must follow and comply with all of the Company's requirements outlined in the Company's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate Certified Suppliers for transmission equipment, switching equipment and power equipment. The Company shall provide CLEC-1 with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the Company power distribution frame, performing operational tests after installation is complete, and notifying the Company's equipment engineers and CLEC-1 upon successful completion of installation, etc. The Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. The Company shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.

6.10 Alarm and Monitoring. The Company shall place environmental alarms in the Premises for the protection of the Company's equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, the Company will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

6.11 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, CLEC-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate Company tariffs. In the event that the Company knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in the Company's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of the Company's written denial of CLEC-1's request for physical collocation, (ii) the Company had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLEC-1 must arrange with a 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.

6.12 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s), the Company will bill the applicable non recurring rate for any and all work processes for which work has begun.

6.13 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

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

## 7. Rates and Charges

7.1 The Company shall assess a Planning Fee via a service order which shall be issued at the time the Company responds that space is available pursuant to section 2.1.

Payment of said Planning Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.

7.8 Power. The Company shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space.

7.8.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure CLEC-1 shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement and terminations of cable within the collocation space.

7.8.2 Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the the Company BDFB and CLEC-1's arrangement area.

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

## 8. Insurance

8.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Tariff and having a Best's Insurance Rating of A-.

8.2 CLEC-1 shall maintain the following specific coverage:

8.2.1 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). The Company shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 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.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within the Company's Central Office location(s).

8.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that the Company assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Section 8.2 above may be increased by the Company from time to time during the term of this Tariff upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures.

8.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company. All insurance must be in effect on or before the date equipment is delivered to the Company's Premises and shall remain in effect for the term of this Tariff or until all CLEC-1's property has been removed from the Company's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, the Company may pay the premiums thereon and seek reimbursement of same from CLEC-1.

8.5 CLEC-1 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. CLEC-1 shall arrange for the Company to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to the Company at the following address:

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

8.6 CLEC-1 must conform to recommendations made by the Company's fire insurance company to the extent the Company has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars ($500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. CLEC-1 shall provide audited financial statements to the Company thirty (30) days prior to the commencement of any work in the Collocation Space. The Company shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If the Company approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to the Company, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this

Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

8.8 The net worth requirements set forth in Section 8.7 may be increased by the Company from time to time during the term of this Tariff upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures.

8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Tariff.

## 9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either Party (the Company or CLEC-1), 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.

## 10. Inspections

10.1 The Company may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of the Company. The Company may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. The Company shall provide CLEC-1 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 the Company.

## 11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements the Company maintains at its own premises either for their own employees or for authorized contractors. Only the Company employees, Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceeding, or authorized agents of CLEC-1 will be permitted in the

CompanyPremises. CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. The Company reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of the Company's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.

11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the the Company Premises, for the states/counties where the CLEC-1 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. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the CLEC-1 employee seeking access, for the states/counties where the CLEC-1 employee has worked and lived for the past five years.

11.1.2 CLEC-1 will be required to administer to their personnel assigned to the the Company Premises security training either provided by the Company, or meeting criteria defined by the Company.

11.1.3 CLEC-1 shall not assign to the Company Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the the Company Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising the Company of the nature and gravity of the offense(s). The Company reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise the Company of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 CLEC-1 shall not knowingly assign to the Company Premises any individual who was a former employee of the Company and whose employment with the Company was terminated for a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense.

11.1.5 CLEC-1 shall not knowingly assign to the the Company Premises any individual who was a former contractor of the Company and whose access to the Company Premises was revoked due to commission of a criminal offense whether or not the Company sought prosecution of the individual for the criminal offense.

11.1.6 For each CLEC-1 employee requiring access to the Company Premises pursuant to this Tariff, CLEC-1 shall furnish the Company, 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, CLEC-1 will disclose the nature of the convictions to the Company at that time. In the alternative, CLEC-1 may certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.7 At the Company's request, CLEC-1 shall promptly remove from the Company's Premises any employee of CLEC-1 the Company does not wish to grant access to its premises 1) pursuant to any investigation conducted by the Company or 2) prior to the initiation of an investigation in the event that an employee of CLEC-1 is found interfering with the property or personnel of the Company or another CLEC, provided that an investigation shall promptly be commenced by the Company.

11.2 Notification to the Company. The Company reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around the Company's property or involving the Company's or another CLEC's property or personnel, provided that the Company shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with the Company's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, the Company reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. The Company shall bill CLEC-1 for the Company property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify the Company in writing immediately in the event that the CLEC discovers one of its employees already working on the the Company premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the Company Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises.

11.3 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.

11.4 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 the Company Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 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.

## 12. Destruction of Collocation Space

12.1 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 CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, the Company covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of the Company, to repair the damage. The Company 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 the Company, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while the Company rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored).

## 13. Eminent Domain

13.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Tariff shall terminate with respect to such Collocation Space as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by the Company 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 shall be taken under eminent domain, the Company and CLEC-1 shall each have the right to terminate this Tariff with respect to such Collocation Space and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

## 14. Nonexclusivity

14.1 CLEC-1 understands that this Tariff is not exclusive and that the Company 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. The Company and CLEC-1 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 Tariff.

1.2 Notice. The Company and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for the Company MSDS sheets.

1.3 Practices/Procedures. The Company may make available additional environmental control procedures for CLEC-1 to follow when working at a Company Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of the Company for environmental protection. CLEC-1 will require its contractors, agents and others accessing the The Company Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the Company Premises.

1.4 Environmental and Safety Inspections. The Company reserves the right to inspect the CLEC-1 space with proper notification. The Company reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Company Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify the Company for claims, lawsuits or damages to persons or property caused by these materials. Without prior written Company approval, no substantial new safety or environmental hazards can be created by CLEC-1 or

different hazardous materials used by CLEC-1 at the Company Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the the Company Facility.

1.6 Spills and Releases. When contamination is discovered at the Company Premises, the Party discovering the condition must notify the Company. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to the Company.

1.7 Coordinated Environmental Plans and Permits. The Company and CLEC-1 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, the Company and CLEC-1 will develop a cost sharing procedure. If the Company's permit or EPA identification number must be used, CLEC-1 must comply with all of the Company's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. The Company and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on the Company's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of the Company's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with the Company to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of the Company's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from the Company.

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|---|---|
| Disposal of hazardous | Compliance with all applicable | • Std T&C 450 |

| | | |
|---|---|---|
| material or other regulated material<br>(e.g., batteries, fluorescent tubes, solvents & cleaning materials) | local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of contractor | • Fact Sheet Series 17000<br><br>• Std T&C 660-3<br><br>• Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | • Fact Sheet Series 1700<br>• Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on the Company Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Compliance with all applicable local, state, & federal laws and regulations<br><br>Performance of services in accordance with BST's environmental M&Ps<br><br>Insurance | • Std T&C 450<br><br>• Std T&C 450-B<br>• (Contact E/S for copy of appropriate E/S M&Ps.)<br><br>• Std T&C 660 |
| Transportation of hazardous material | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of contractor | • Std T&C 450<br>• Fact Sheet Series 17000<br><br>• Std T&C 660-3<br><br>• Approved Environmental Vendor List (Contact E/S Management) |
| Maintenance/operations work which may produce a waste<br><br>Other maintenance work | Compliance with all application local, state, & federal laws and regulations<br><br>Protection of BST employees and equipment | • Std T&C 450<br><br>• 29CFR 1910.147 (OSHA Standard)<br>• 29CFR 1910 Subpart O (OSHA Standard) |
| Janitorial services | All waste removal and disposal must conform to all applicable federal, state and local regulations<br><br>All Hazardous Material and Waste<br><br>Asbestos notification and | • P&SM Manager - Procurement<br><br>• Fact Sheet Series 17000<br><br>• GU-BTEN-001BT, Chapter 3 |

| | | |
|---|---|---|
| | protection of employees and equipment | • BSP 010-170-001BS (Hazcom) |
| Manhole cleaning | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of contractor | • Std T&C 450<br>• Fact Sheet 14050<br>• BSP 620-145-011PR Issue A, August 1996<br><br>• Std T&C 660-3<br><br>• Approved Environmental Vendor List (Contact E/S Management) |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | • GU-BTEN-001BT, Chapter 3 |

## 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

## 4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

GU-BTEN-001BT - the Company Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

## ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**

1.1 CLEC-1 shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CLEC-1 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).

2. **Number Portability Permanent Solution**

2.1 End User Line Charge. Recovery of charges associated with implementing Permanent Number Portability (PNP) through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC-1 where it is a subscriber to local switching. This charge will not be discounted.

2.1.1 BellSouth and CLEC-1 will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide accessible via the Internet at the following site: http://www.interconnection.bellsouth.com and incorporated herein by this reference.

2.1.1.1 Both Companies shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.1.1.1.1 Trigger orders refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

2.1.1.2 For porting of numbers where triggers are not set, the Companies shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.1.1.3 BellSouth will provide ordering support for CLEC-1's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. Ordering and provisioning support required by CLEC-1 outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve

issues arising from the porting of numbers for problems isolated to the BellSouth network.

## 3. Service Provider Number Portability

3.1 Definition. Where BellSouth's end office is not equipped to provide PNP, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of CLEC-1. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the CLEC-1 switch that serves the subscriber. Route-Indexing, Portability Hub (RI-PH) will route a dialed call to the BellSouth switch associated with the NXX of the dialed number.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Price Schedule in this Tariff. 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.

## 4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3.1.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

4.4 BellSouth shall provide RI-PH on an individual telephone number basis. BellSouth switch shall insert a prefix onto the dialed number that identifies how the call is to be routed to CLEC. The prefixed dialed number is then transmitted to the BellSouth tandem switch to which CLEC is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to CLEC switch so that the routing of the call can be completed by CLEC. Should BellSouth determine a more efficient manner of performing this function, it may proceed in that manner. RI-PH may use, where technically feasible, the same trunks as those used for exchange of other Local Traffic with BellSouth. The trunks shall employ SS7 signaling.

4.5 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not

presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and the Authority and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

## PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. **Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair**

1.1 BellSouth shall provide pre-ordering, ordering, provisioning and maintenance and repair services to CLEC-1 that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site and by this reference are incorporated herein:

http://www.interconnection.bellsouth.com.

1.2 BellSouth's regular working hours for provisioning are defined as follows:

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

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

The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.2.1 It is understood and agreed that BellSouth technicians involved in provisioning service to CLEC-1 may work shifts outside of BellSouth's regular working hours as defined above. To the extent that CLEC-1 requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of CLEC-1, BellSouth will not assess CLEC-1 additional charges beyond the rates and charges specified in this Tariff.

1.3 All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. **Miscellaneous Ordering and Provisioning Guidelines**

2.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.

2.2 Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services purchased pursuant to this Tariff and used by CLEC-1 to provide services to its End Users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected End User. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Companies shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.

2.3 Use of Facilities. When a customer of a CLEC-1 elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC-1 by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and where BellSouth has received an order 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.

2.3.1 Upon receipt of a service order, BellSouth will do the following:

2.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

2.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

2.3.1.3 Notify CLEC-1 after the disconnect order has been completed.

2.4 Release of Facilities. When an End User of CLEC-1 or BellSouth elects to change his/her carrier to the other Company, the Company providing service shall

release the subscriber's service to the other Company concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide, incorporated in this Tariff by this reference.

2.5 Contact Numbers. BellSouth and CLEC-1 shall provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

2.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers 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.

2.7 Cancellation Charges. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

2.8 Expedite Charges. For expedited requests by CLEC-1, expedited 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.

## BILLING

1. **Payment and Billing Arrangements**

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s). BellSouth will bill and record in accordance with this Tariff those charges CLEC-1 incurs as a result of CLEC-1 purchasing from BellSouth Network Elements and Other Services as set forth in this Tariff. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.2 Master Account. After receiving certification as a local exchange company from the TRA, CLEC-1 will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of CLEC-1. CLEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's customer. BellSouth will not become involved in billing disputes that may arise between CLEC-1 and CLEC-1's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from CLEC-1, the total amount billed to CLEC-1 will not include those taxes or fees for which the CLEC

is exempt. CLEC-1 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 CLEC-1.

1.6 Late Payment. If any portion of the payment is received by BellSouth after 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 penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section B2 of the BellSouth Tennessee Private Line Service Tariff. CLEC-1 will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to CLEC-1. The procedures for discontinuing service to CLEC-1 are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by CLEC-1 of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to CLEC-1 that utilization of access to BellSouth's preordering and ordering systems; OSS additional applications for service will be refused; and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to CLEC-1 at the billing address to discontinue the provision of existing services to CLEC-1 at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on CLEC-1's account, service to CLEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or CLEC-1 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 is solely responsible for notifying the end user of the

proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, CLEC-1 will be required to complete the BellSouth Credit Profile and provide information 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 its sole discretion, some other form of security. Any such security deposit shall in no way release CLEC-1 from its obligation to make complete and timely payments of its bill. Such security shall be required 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, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in CLEC-1'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.

**2. Billing Disputes**

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

2.2 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 penalty 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 times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. 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. Optional Daily Usage File

3.1 Upon written request from CLEC-1, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.

3.2 CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.

3.4 Charges for delivery of the ODUF will appear on CLEC-1s' monthly bills. The charges are as set forth in the Price Schedule of this Tariff.

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

3.6 Messages that error in the billing system of CLEC-1 will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with CLEC-1 to determine the source of the errors and the appropriate resolution.

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

3.7.1 Usage To Be Transmitted

3.7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

3.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

3.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CLEC-1.

3.7.1.4 In the event that CLEC-1 detects a duplicate on ODUF they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

3.7.2 Physical File Characteristics

3.7.2.1 ODUF will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

3.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1's end for the purpose of data transmission will be the responsibility of CLEC-1.

3.7.3 Packing Specifications

3.7.3.1 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.

3.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

3.7.4 Pack Rejection

3.7.4.1 CLEC-1 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. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

3.7.5. Control Data

3.7.5.1 CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

3.7.6 Testing

3.7.6.1 Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on ODUF. These test calls are logged by CLEC-1, 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.

## 1.0 DISASTER RECOVERY PLAN

In the event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

## 2.0 SINGLE POINT OF CONTACT

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

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

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

## 3.0 IDENTIFYING THE PROBLEM

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

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to

stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

## 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

## 3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

## 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's

personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

## 5.0 RECOVERY PROCEDURES

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

### 5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

### 5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The

outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

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

### 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

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

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

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

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

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

### 5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

## 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

## 6.0 T1 IDENTIFICATION PROCEDURES

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

## 7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

**Hurricane Information**

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

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

**BST Disaster Management Plan**

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

# BellSouth Telecommunications, Inc.
# Tennessee Price Schedule



## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| A.0 | **Unbundled local loop** | | | | | | |
| A.1 | **2-Wire Analog Voice Grade Loop (2-W AVGL)** | | | | | | |
| | | | | | | | |
| A.1.1 | 2-WAVGL- Service level 1 | Loop | | $31.99 | $20.02 | $10.65 | $1.41 |
| | **Zone 1** | | $13.19 | | | | |
| | **Zone 2** | | $17.23 | | | | |
| | **Zone 3** | | $22.53 | | | | |
| A.1.2 | 2-WAVGL- Service level 2 | Loop | | $75.06 | $48.20 | $28.70 | $17.64 |
| | **Zone 1** | | $16.56 | | | | |
| | **Zone 2** | | $21.63 | | | | |
| | **Zone 3** | | $28.28 | | | | |
| | | | | | | | |
| A.1.3 | 2-WAVGL-SL1-Manual Order Coordination | Loop | | $36.52 | $36.52 | $9.18 | $9.18 |
| A.1.4 | 2-WAVGL-SL1-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| A.1.5 | 2-WAVGL-SL2-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.2 | **Sub-Loop 2-w ire analog** | | | | | | |
| A.2.1 | Loop feeder per 2-WVGL | Loop | $12.05 | $122.24 | $85.05 | $76.35 | $39.16 |
| A.2.2 | Loop distribution - per 2-WAVGL | Loop | $10.02 | $148.84 | $112.34 | $73.14 | $36.65 |
| A.2.3 | Loop concentration- Channelization System (Outside C.O.) | System | $328.28 | $651.09 | $283.42 | $207.92 | $50.94 |
| A.2.4 | Loop concentration-Remote terminal Cabinet (Outside CO) | Cabinet | ICB | | | | |
| A.2.5 | Loop concentration-Remote Channel Interface -2-WAVGL (Outside CO) | Interface | $0.88 | $9.43 | $9.40 | $4.71 | $4.70 |
| A.2.6 | NID per 2-WAVGL | Loop | $1.15 | $0.74 | | | |
| A.2.7 | LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic | System | | $20.35 | $10.54 | $13.32 | |
| A.2.8 | Sub-Loop Feeder-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| A.2.9 | Sub-Loop Distribution-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.3 | **Loop Channelization and CO Interface (Inside CO)** | | | | | | |
| A.3.1 | Loop Channelization System - DLC | System | $307.07 | $307.34 | $74.37 | $4.18 | |
| A.3.2 | CO Channel Interface - 2-Wire Voice Grade | Interface | $1.20 | $9.57 | $9.52 | $8.66 | $8.60 |
| A.3.3 | LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic | System | | $20.35 | $10.54 | $13.32 | |

# BellSouth Telecommunications, Inc.
# Tennessee Price Schedule



## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| A.4 | **4-Wire Analog Voice Grade Loop** | | | | | | |
| A.4.1 | 4-wire analog voice grade loop | Loop | | $122.76 | $85.57 | $76.35 | $39.16 |
| | **Zone 1** | | $24.70 | | | | |
| | **Zone 2** | | $32.25 | | | | |
| | **Zone 3** | | $42.17 | | | | |
| A.4.2 | NID per 4-wire analog voice grade loop | Loop | $1.27 | $0.74 | | | |
| A.4.3 | 4-WAVGL-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.5 | **2-Wire ISDN Digital Grade Loop** | | | | | | |
| | **Zone 1** | | $22.22 | | | | |
| | **Zone 2** | | $29.02 | | | | |
| | **Zone 3** | | $37.95 | | | | |
| A.5.1 | 2-wire ISDN Digital Grade Loop | Loop | | $142.76 | $88.88 | $76.35 | $39.16 |
| A.5.2 | NID per 2-Wire ISDN Digital Grade Loop | Loop | $1.15 | $0.74 | | | |
| A.5.3 | 2-Wire ISDN Digital Grade Loop-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.6 | **2-wire asymmetrical digital subscriber line (A DSL) compatible loop** | | | | | | |
| A.6.1 | 2-wire ADSL compatible loop | Loop | | $270.01 | $234.63 | $74.54 | $39.14 |
| | **Zone 1** | | $13.82 | | | | |
| | **Zone 2** | | $18.05 | | | | |
| | **Zone 3** | | $23.60 | | | | |
| A.6.2 | NID per 2-wire ADSL loop | Loop | $1.15 | $0.74 | | | |
| A.6.3 | 2-Wire ADSL Digital Grade Loop-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.7 | **2-wire high bit rate DSL compatible loop** | | | | | | |
| | **Zone 1** | | $10.83 | | | | |
| | **Zone 2** | | $14.15 | | | | |
| | **Zone 3** | | $18.50 | | | | |
| A.7.1 | 2-wire HDSL compatible loop | Loop | | $270.01 | $234.63 | $74.54 | $39.14 |
| A.7.2 | NID per 2-wire HDSL loop | Loop | $1.15 | $0.74 | | | |
| A.7.3 | 2-Wire HDSL Loop-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |

## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| A.8 | **4-wire HDSL compatible loop** | | | | | | |
| A.8.1 | 4-wire HDSL compatible loop | Loop | | $279.60 | $244.22 | $74.54 | $39.14 |
| | Zone 1 | | $13.93 | | | | |
| | Zone 2 | | $18.20 | | | | |
| | Zone 3 | | $23.80 | | | | |
| A.8.2 | NID per 4-wire HDSL loop | Loop | $1.27 | $0.74 | | | |
| A.8.3 | 4-Wire HDSL Loop-Order Coordination for Specified Conversion Time | | | $34.29 | | | |
| | | | | | | | |
| A.9 | **4-wire DS1 Digital Loop** | Loop | | | | | |
| A.9.1 | 4-wire DS1 Digital Loop | | | $313.08 | $219.72 | $96.86 | $40.45 |
| | Zone 1 | | $57.73 | | | | |
| | Zone 2 | | $75.40 | | | | |
| | Zone 3 | | $98.59 | | | | |
| | | | | | | | |
| A.9.2 | 4-Wire DS1 Loop - Incremental Cost - Manual Svc Order vs Electronic | Loop | | $18.98 | $8.43 | $11.95 | $0.00 |
| A.9.3 | 4-Wire DS1 Loop-Order Coordination for Specified Conversion Time | Loop | | $34.59 | | | |
| | | | | | | | |
| A.10 | **4-wire 56 or 64 KBPS Digital Grade Loop** | | | | | | |
| | | | | | | | |
| A.10.1 | 4-wire 56 or 64 KBPS Digital Grade Loop | Loop | | $207.01 | $141.38 | $90.70 | $44.18 |
| | Zone 1 | | $31.10 | | | | |
| | Zone 2 | | $40.61 | | | | |
| | Zone 3 | | $53.11 | | | | |
| A.10.2 | NID per 4-wire 56 or 64 KBPS Digital Grade Loop | Loop | $1.27 | $0.74 | | | |
| A.10.3 | 4-Wire 56/64 Kbps Dig. GL-Order Coordination for Specified Conversion Time | Loop | | $34.29 | | | |
| | | | | | | | |
| A.11 | **Unbundled Loops-Incremental Cost-Manual Sv c vs Electronic** | | | | | | |
| A.11.1 | Unbundled 2-Wire Loops-Incremental Cost-Manual Svc vs Electronic | Loop | | $20.35 | $10.54 | $13.32 | |
| A.11.2 | Unbundled 4-Wire Loops (excluding DS1)-Incremental Cost-Manual vs Electronic | Loop | | $20.35 | $10.54 | $13.32 | |
| A.11.3 | NID per 2-Wire Loops- Manual Svc Order vs Electronic | Loop | | $20.35 | $10.54 | $13.32 | |
| A.11.4 | NID per 4-Wire Loops- Manual Svc Order vs Electronic | Loop | | $20.35 | $10.54 | $13.32 | |

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# Tennessee Price Schedule



## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| A.18 | **MULTIPLEXERS** | | | | | | |
| A.18.1 | Channelization - Channel System DS1 to DS0 | System | $80.77 | $141.87 | $77.11 | $14.51 | $13.46 |
| A.18.2 | Interface Unit - Interface DS1 to DS0 - OCU - DP Card | Interface | $1.82 | $6.07 | $4.66 | | |
| A.18.3 | Interface Unit - Interface DS1 to DS0 - Brite Card | Interface | $3.10 | $6.07 | $4.66 | | |
| A.18.4 | Interface Unit - Interface DS1 to DS0 - Voice Grade Card | Interface | $0.91 | $6.07 | $4.66 | | |
| A.18.5 | Channelization - Channel System DS3 to DS1 | System | $222.98 | $308.03 | $108.47 | $44.47 | $42.62 |
| A.18.6 | Interface Unit - Interface DS3 to DS1 | Interface | $17.58 | $6.07 | $4.66 | | |
| A.18.10 | Channelization - Channel System DS1 to DS0 - Incremental Cost - Manual Service Order vs. Electronic | System | | $20.35 | $9.80 | $11.49 | $1.18 |
| A.18.11 | Channelization - Channel System DS3 to DS1 - Incremental Cost - Manual Service Order vs. Electronic | System | | $20.35 | $9.80 | $11.49 | $1.18 |
| | | | | | | | |
| B.0 | **UNBUNDLED LOCAL EXCHANGE AND FEATURES** | | | | | | |
| | **Exchange Ports (EP)** | | | | | | |
| B.1 | **Exchange Ports (Including all A pplicable Features)** | | | | | | |
| B.1.1 | Exchange ports - 2-wire Analog Line Port (Res., Bus.) | Port | $1.89 | $9.93 | $9.19 | $3.66 | $2.92 |
| B.1.2 | Exchange ports - 4-wire Analog Voice Grade Port | Port | $8.27 | $9.93 | $9.19 | $3.66 | $2.92 |
| B.1.3 | Exchange ports - 2-wire DID Port | Port | $8.97 | $47.75 | $47.01 | $9.21 | $8.47 |
| B.1.4 | Exchange ports - 4-wire DID Port | Port | $35.74 | $75.93 | $38.15 | $8.77 | $8.04 |
| B.1.5 | Exchange ports - 2-wire ISDN Port | Port | $16.26 | $30.23 | $29.49 | $4.10 | $4.10 |
| B.1.6 | Exchange ports - 4-wire ISDN DS1 Port | Port | $75.04 | $148.66 | $147.18 | $38.46 | $36.98 |
| B.1.7 | Exchange ports - 2-wire Analog Line Port (PBX) | Port | $1.79 | $9.93 | $9.19 | $3.66 | $2.92 |
| B.1.8 | Exchange ports - Coin Port | Port | $2.11 | $9.93 | $9.19 | $3.66 | $2.92 |
| B.1.9 | EP-2-Wire Analog Line Port (Res.,Bus.)-Incremental Cost-Manual vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |
| B.1.10 | EP-4-WAVG Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |
| B.1.11 | EP-2-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |
| B.1.12 | EP-4-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |
| B.1.13 | EP-2-Wire ISDN Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $41.43 | $42.17 | $9.80 | $9.80 |
| B.1.14 | EP-4-Wire ISDN DS1 Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $40.69 | $42.17 | $9.07 | $10.54 |
| B.1.15 | EP-2-Wire Analog Line Port (PBX)-Incremental Cost-Manual Sc Order vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |
| B.1.16 | Exchange ports - Coin Port-Incremental Cost-Manual Svc Order vs Electronic | Port | | $20.35 | $10.54 | $13.32 | $1.40 |

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## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| **C.0** | **UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION** | | | | | | |
| | | | | | | | |
| **C.1** | **Local switching** | | | | | | |
| C.1.1 | End office switching function | MOU | $0.0008041 | | | | |
| C.1.2 | End Office Interoffice Trunk Port - Shared, per MOU | MOU | Included in C.1.1 | | | | |
| | | | | | | | |
| **C.2** | **Tandem switching** | | | | | | |
| C.2.1 | Tandem switching function | MOU | $0.0009778 | | | | |
| C.2.2 | Tandem Interoffice Trunk Port - Shared, per MOU | MOU | Included in C.2.1 | | | | |
| | | | | | | | |
| **D.0** | **UNBUNDLED TRANSPORT AND LOCAL INTERCONNECTION** | | | | | | |
| **D.1** | **Common Transport** | | | | | | |
| D.1.1 | Common transport - per mile, per MOU | Per Mile, per MOU | $0.0000064 | | | | |
| D.1.2 | Common Transport - Facilities Termination per MOU | MOU | $0.0003871 | | | | |
| | | | | | | | |
| **D.2** | **Interoffice Transport - Dedicated - Voice Grade** | | | | | | |
| D.2.1 | Interoffice Transport - Dedicated - Voice Grade | Per Mile, per MOU | $0.0174 | | | | |
| D.2.2 | Interoffice Transport-Dedicated - 2-wire voice grade- Facility Termination | Termination | $18.58 | $55.39 | $17.37 | $27.96 | $3.51 |
| D.2.3 | Interoffice Transport-Voice Grade-Incremental Cost-Manual Order vs Electronic | Termination | | $20.35 | $21.09 | $9.80 | $10.54 |
| | | | | | | | |
| **D.3** | **Interoffice Transport - Dedicated-DSO-56/64 KBPS** | | | | | | |
| D.3.1 | Interoffice Transport - Dedicated - DSO - per mile | Mile | $0.0174 | | | | |
| D.3.2 | Interoffice Transport-Dedicated-DSO-Facility Termination | Termination | $17.98 | $55.39 | $17.37 | $27.96 | $3.51 |
| D.3.3 | Interoffice Transport-DS0-Incremental Cost-Manual Svc Order vs Electronic | Termination | | $20.35 | $21.09 | $9.80 | $10.54 |
| | | | | | | | |
| **D.4** | **Interoffice Transport - Dedicated - DS1** | | | | | | |
| D.4.1 | Interoffice Transport - Dedicated - DS1 - per mile | Mile | $0.3562 | | | | |
| D.4.2 | Interoffice Transport-Dedicated-DS1-Facility Termination | Termination | $77.86 | $112.40 | $76.27 | $19.55 | $14.99 |
| D.4.3 | Interoffice Transport-DS1-Incremental Cost-Manual Svc Order vs Electronic | Termination | | $20.35 | $21.09 | $9.80 | $10.54 |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| D.5 | **Local Channel (LC) - Dedicated** | | | | | | |
| D.5.1 | Local Channel - Dedicated - 2-wire voice grade | Channel | | $199.33 | $24.16 | $54.81 | $4.80 |
| | **Zone 1** | | $17.18 | | | | |
| | **Zone 2** | | $22.44 | | | | |
| | **Zone 3** | | $29.34 | | | | |
| D.5.2 | Local Channel - Dedicated - 4-wire voice grade | Channel | | $201.53 | $24.83 | $55.52 | $5.51 |
| | **Zone 1** | | $18.18 | | | | |
| | **Zone 2** | | $23.74 | | | | |
| | **Zone 3** | | $31.05 | | | | |
| D.5.3 | Local Channel - Dedicated - DS1 | Channel | | $277.35 | $233.26 | $33.18 | $22.30 |
| | **Zone 1** | | $36.24 | | | | |
| | **Zone 2** | | $47.33 | | | | |
| | **Zone 3** | | $61.89 | | | | |
| D.5.4 | LC-Dedicated-2-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic | Channel | | $20.35 | $10.54 | $13.30 | $0.00 |
| D.5.5 | LC-Dedicated-4-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic | Channel | | $20.35 | $10.54 | $13.30 | $0.00 |
| D.5.6 | LC-Dedicated-DS1-Incremental Cost-Manual Svc Order vs Electronic | Channel | | $45.68 | $1.76 | $21.75 | $1.76 |
| | | | | | | | |
| E.0 | **Signaling Network, Data Bases, & Svc. Mngt Sys.** | | | | | | |
| E.1 | **800 Access Ten Digit Screening** | | | | | | |
| E.1.1 | 800 Access Ten digit screening (800 ATDS), per call | Call | $0.0005192 | | | | |
| E.1.2 | 800 Access Ten digit screening, Reservation Charge per 800 Number Reserved | 800 Number Reserved | | $5.21 | $0.76 | | |
| E.1.3 | 800 Access Ten digit screening, Per 800 # Established W/O POTS Translations | 800 Number Established | | $11.47 | $1.46 | $7.34 | $0.7602 |
| E.1.4 | 800 Access Ten digit screening, Per 800 # Established With POTS Translations | 800 Number Established | | $11.47 | $1.46 | $7.34 | $0.7602 |
| E.1.5 | 800 Access Ten digit screening, Customized Area of Service Per 800 Number | 800 Number | | $4.47 | $2.24 | | |
| E.1.6 | 800 ATDS, Multiple InterLATA CXR Routing Per CXR Requested Per 800 # | 800 Number | | $5.23 | $3.00 | | |
| E.1.7 | 800 Access Ten digit screening, Change Charge Per Request | Request | | $5.97 | $0.76 | | |
| E.1.8 | 800 Access Ten digit screening, Call Handling and Destination Features | Request | | $4.47 | | | |
| E.1.9 | 800 ATDS, Resrv Chrg Per 800 # Reserved-Incrm Cost-Manual Svc Order vs Electr | 800 Number Reserved | | $20.35 | | | |
| E.1.10 | 800 ATDS, Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order vs Electr | 800 Number Established | | $20.35 | | $13.28 | |
| E.1.11 | 800 ATDS, Per 800 # Est'd w/ POTS Transl-Incrm Cost-Manual Svc Order vs Electr | 800 Number Established | | $20.35 | | $13.28 | |
| E.1.12 | 800 ATDS, Chng Chrg/Request-Incrm Cost-Manual Svc Order vs Electr | Request | | $20.35 | | | |
| Tennessee Interconnection and UNE Prices | | | | | | | |

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| **E.2** | **Line Information Data Base Access (LIDB)** | | | | | | |
| E.2.1 | LIDB Common Transport per Query | Query | $0.0000354 | | | | |
| E.2.2 | LIDB Validation per Query | Query | $0.0117403 | | | | |
| E.2.3 | LIDB Originating Point Code Establishment or Change | Point Code | | $49.03 | | | |
| E.2.4 | LIDB-Incremental Cost-Manual Svc Order vs Electronic | Point Code | | $20.35 | | | |
| | | | | | | | |
| **E.3** | **CCS7 Signaling Transport** | | | | | | |
| E.3.1 | CCS7 Signaling Connection, per 56kbps facility (A Link or B Link) | 56kbps Facility | $17.84 | $130.84 | | | |
| E.3.2 | CCS7 Signaling Termination, per STP Port | STP Port | $138.41 | | | | |
| E.3.3 | CCS7 Signaling Usage, per call setup message | Message | $0.0000373 | | | | |
| E.3.4 | CCS7 Signaling Usage, per TCAP Message | Message | $0.0000916 | | | | |
| E.3.5 | CCS7 Signaling Usage Surrogate, per 56kbps facility, per LATA per month | 56kbps Facility, per LATA | $352.30 | | | | |
| E.3.6 | CCS7-Incremental Cost-Manual Svc Order vs Electronic | 56kbps Facility | | $20.35 | | | |
| | | | | | | | |
| **F.0** | **OPERATIONAL SUPPORT SYSTEMS** | | | | | | |
| **F.1.** | **Operational Support Systems** | | | | | | |
| F.1.1 | OSS Electronic Interface | | Included in Loops, Ports, and Local Channels | Included in Loops, Ports, and Local Channels | | | |
| F.1.2 | OSS OLEC Daily Usage File: Recording; per message | Message | $0.0000044 | | | | |
| F.1.3 | OSS OLEC Daily Usage File: Message distribution/processing, per message | Message | $0.0027366 | | | | |
| F.1.4 | OSS OLEC Daily Usage File: Message Distribution/Processing, per magnetic tape provisioned | Magnetic Tape | $52.75 | | | | |
| F.1.5 | OSS OLEC Daily Usage File: Data Transmission (Connect: Direct), per message | Message | $0.0000339 | | | | |
| | | | | | | | |
| **G.0** | **OPERATOR SVC AND DIRECTORY ASSISTANCE** | | | | | | |
| **G.1** | **Operator Call Processing (OCP)** | | | | | | |
| G.1.1 | OCP - Op. Provided cost per min - using BST LIDB | Minute | $1.08 | | | | |
| G.1.2 | OCP - Op. Provided cost per min - using foreign LIDB | Minute | $1.13 | | | | |
| G.1.3 | OCP - Fully automated cost per call -using BST LIDB | Call | $0.1010353 | | | | |
| G.1.4 | OCP-Fully automated cost per call-using foreign LIDB | Call | $0.1228180 | | | | |
| G.1.5 | Loading Expense Per Announcement For Branded Announcement | Announcement | | $240.71 | $240.71 | | |
| G.1.6 | Recording Expense Per Announcement For Branded Announcement | Announcement | | $1,555.00 | $1,553.00 | $7.03 | $7.03 |
| | | | | | | | |

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| **G.2** | **Inward Operator Services (IOS)** | | | | | | |
| G.2.1 | IOS - Verification, per minute | Minute | $1.03 | | | | |
| G.2.2 | IOS - Verification and Emergency Interrupt, per minute | Minute | $1.03 | | | | |
| | | | | | | | |
| **G.3** | **Directory assistance (DA) call completion access service (DACC)** | | | | | | |
| G.3.1 | DACC, per call attempt | Call Attempt | $0.0364771 | | | | |
| **G.4** | **Number Svcs Intercept Access Service** | | | | | | |
| G.4.1 | Number services intercept per query | Query | $0.0177930 | | | | |
| | | | | | | | |
| **G.5** | **Directory Assistance Access Service** | | | | | | |
| G.5.1 | DA Access Service Calls, cost per call | Call | $0.2286787 | | | | |
| G.5.2 | Loading Expense Per Announcement For Branded Announcement | Announcement | | $240.71 | $240.71 | | |
| G.5.3 | Recording Expense Per Announcement For Branded Announcement | Announcement | | $1,555.00 | $1,553.00 | $7.03 | $7.03 |
| | | | | | | | |
| **G.6** | **Directory Transport (DT)** | | | | | | |
| G.6.1 | DT - Local Channel DS1 | Channel | $40.99 | $277.35 | $233.26 | $33.18 | $22.30 |
| G.6.2 | DT - DS1 Level Interoffice per mile | Mile | $0.3562 | | | | |
| G.6.3 | DT - DS1 Level Interoffice per facility termination | Termination | $77.86 | $112.40 | $76.27 | $19.55 | $14.99 |
| G.6.4 | Switched common transport per DA access service per call | Call | $0.0002710 | | | | |
| G.6.5 | Switched common transport per DA access service per call per mile | Call, per Mile | $0.0000165 | | | | |
| G.6.6 | Access Tandem Switching per DA Access service per call | Call | $0.0001875 | | | | |
| G.6.7 | DT-DA Interconnection Per DA Service Call | Call | $0.0000000 | | | | |
| G.6.8 | DT-Installation NRC, Per Trunk or Signaling Connection | Trunk | | $204.62 | $4.43 | $136.09 | $4.43 |
| G.6.9 | DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic | Channel | | $45.68 | $1.76 | $21.75 | $1.76 |
| G.6.10 | DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic | Termination | | $20.35 | $21.09 | $9.80 | $10.54 |
| | | | | | | | |
| **G.7** | **Directory Assistance Data Base Service (DADS)** | | | | | | |
| G.7.1 | DADS Cost per Listing | Listing | $0.0485 | | | | |
| G.7.2 | DADS, Monthly Recurring Cost | Customer | $104.13 | | | | |
| | | | | | | | |
| **G.8** | **Direct Access to Directory Assistance** | | | | | | |
| G.8.1 | Direct access to DA Service, per month | Customer | $5,729 | | | | |
| G.8.2 | Direct access to DA Service, per query | Query | $0.0493769 | | | | |
| G.8.3 | Direct Access to DA Service, Service Establishment Charge | Customer | | $789.74 | | | |

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|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| G.9 | **Selective Routing (Interim Solution Line Class Codes)** | | | | | | |
| G.9.1 | Selective Routing Per Unique Line Class Code Per Request Per Switch | Line Class Code, per Switch | | $179.60 | | | |
| G.9.2 | Selective Routing-Incremental Cost-Manual Svc Order vs Electronic | Line Class Code, per Switch | | $20.35 | | | |
| | | | | | | | |
| H.0 | **COLLOCATION** | | | | | | |
| | **Physical Collocation** | | | | | | |
| | **Cage Construction** | | | | | | |
| | Planning | per request | $16.16 | $2,903.66 | | | |
| | Grounding | | $4.32 | | | | |
| | Cage Preparation | per 100sf cage | $110.97 | | | | |
| | Cage Preparation | per addl 50sf | $55.49 | | | | |
| | Land & Building | per 100sf cage | $594.04 | | | | |
| | Land & Building | per sf cage | $5.94 | | | | |
| | Cable Racking | per entrance cable | $21.47 | | | | |
| | **Entrance Fiber** | per cable | $2.56 | $944.27 | | | |
| | **Power Delivery** | per 40 amp | | $142.40 | | | |
| | | per 100 amp | | $185.72 | | | |
| | | per 200 amp | | $242.05 | | | |
| | **Power Consumption** | | | | | | |
| | DC Plant | per amp | $3.55 | | | | |
| | AC Usage | per amp | $2.03 | | | | |
| | **Voice Grade Circuits** | | | | | | |
| | Connection to MDF | per 100 circuits | $4.75 | $768.08 | | | |
| | Connection to MDF | per circuit | $0.0475 | $7.68 | | | |
| | **DS-1 Circuits** | | | | | | |
| | Connection to DCS | per 28 circuits | $215.12 | $1,166.31 | | | |
| | Connection to DCS | per circuit | $7.68 | $41.65 | | | |
| | Connection to DSX | per 28 circuits | $10.63 | $1,166.31 | | | |
| | Connection to DSX | per circuit | $0.38 | $41.65 | | | |
| | **DS-3 Circuits** | | | | | | |
| | Connection to DCS | per circuit | $53.96 | $298.03 | | | |
| | Connection to DSX | per circuit | $9.32 | $298.03 | | | |
| | **Security Access Cards** | per 5 cards | | $76.10 | | | |
| | **Entrance Fiber Structure Charge** | per ft innerduct | $0.0156 | | | | |
| | | | | | | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| **H.2** | **Virtual Collocation (VC)** | | | | | | |
| H.2.1 | VC- Application Cost | Application, per Central Office | | $2,633.00 | | | |
| H.2.2 | VC- Cable Installation Cost Per Cable | Cable | | $1,749.00 | | | |
| H.2.3 | VC - Floor space per sq. ft. | Square Foot | $3.91 | | | | |
| H.2.4 | VC - Floor space power, per ampere | Ampere | $6.79 | | | | |
| H.2.5 | VC - Cable support structure, per entrance cable | Entrance Cable | $17.87 | | | | |
| H.2.6 | VC - 2-wire cross connects | Cross Connect | $0.57 | $11.62 | $9.90 | $10.38 | $8.66 |
| H.2.7 | VC - 4-wire cross connects | Cross Connect | $0.57 | $11.81 | $10.04 | $10.44 | $8.67 |
| H.2.8 | VC - DS1 cross connects | Cross Connect | $1.32 | $32.22 | $17.76 | $10.46 | $8.75 |
| H.2.9 | VC - DS3 cross connects | Cross Connect | $12.32 | $29.97 | $16.30 | $12.03 | $8.99 |
| H.2.10 | VC - Security Escort - Basic, Per Half Hour | Half Hour | | $33.15 | $20.44 | | |
| H.2.11 | VC -Security Escort - Overtime, Per Half Hour | Half Hour | | $41.50 | $25.61 | | |
| H.2.12 | VC -Security Escort - Premium, Per Half Hour | Half Hour | | $49.86 | $30.79 | | |
| H.2.13 | VC-2-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic | Cross Connect | | $2.07 | $2.81 | $0.67 | $1.41 |
| H.2.14 | VC-4-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic | Cross Connect | | $2.07 | $2.81 | $0.67 | $1.41 |
| H.2.15 | VC-DS1/DS3 Cross Connects-Incrm. Cost-Manual Svc Order vs Electronic | Cross Connect | | $2.07 | $2.81 | $0.67 | $1.41 |
| | | | | | | | |
| **I.0** | **SERVICE PROVIDER NUMBER PORT ABILITY** | | | | | | |
| **I.1** | **Service Provider Number Portability - RCF** | | | | | | |
| I.1.1 | SPNP - RCF, Per number ported | Number Ported | $1.24 | $0.46 | | | |
| I.1.2 | SPNP - RCF, Per additional path | Path | $0.15 | | | | |
| I.1.3 | SPNP - RCF, Per Service Order, Per Location | Service Order, per Location | | $0.74 | | | |
| | | | | | | | |
| **I.2** | **Service Provider Number Portability - DID** | | | | | | |
| I.2.1 | SPNP - DID, Per Number Ported, Residence | Number Ported | | $0.94 | | | |
| I.2.2 | SPNP - DID, Per Number Ported, Business | Number Ported | | $0.94 | | | |
| I.2.3 | SPNP - DID, Per Service Order, Per Location | Service Order, per Location | | $0.74 | | | |
| I.2.4 | SPNP - DID, per trunk termination, initial | Trunk | $7.86 | $129.66 | | | |
| I.2.5 | SPNP - DID, per trunk termination, subsequent | Trunk | $7.69 | $37.32 | | | |
| I.2.6 | SPNP - Manual Svc Order vs Electronic | Trunk | | $20.35 | $21.09 | $13.32 | $14.06 |
| I.2.7 | SPNP - Incremental Cost - Manual Svc Order vs Electronic | Trunk | | $20.35 | $21.09 | $13.32 | $14.06 |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| I.3 | **Service Provider Number Portability - Manual Svc Order vs. Electronic** | | | | | | |
| I.3.1 | SPNP - Incremental Cost - Manual Svc Order vs. Electronic | Service Order, per Location | | $20.35 | $21.09 | $13.32 | $14.06 |
| | | | | | | | |
| I.4 | **Service Provider Number Portability RIPH** | | | | | | |
| I.4.1 | SPNP - RIPH, Functionality, Per Central Office | Central Office | | $180.61 | | | |
| I.4.2 | SPNP - RIPH, Functionality, Per Rearrangement | Rearrangement | | $68.83 | | | |
| | | | | | | | |
| I.5 | **Service Provider Number Portability RI-PH (SPNP-RI-PH)** | | | | | | |
| I.5.1 | SPNP - RI-PH, per number ported | Number Ported | $0.87 | $0.34 | | | |
| I.5.2 | SPNP - RI-PH, Per Service Order, Per Location | Service Order, per Location | | $0.74 | | | |
| | | | | | | | |
| J.0 | **OTHER** | | | | | | |
| J.1 | **Dark Fiber** | | | | | | |
| J.1.1 | Dark fiber, per 4 fiber strands, per route mile or fraction thereof | 4 Fiber Strands, per Route Mile or Fraction Thereof | $53.23 | $1,219.22 | $169.75 | $453.22 | $339.34 |
| | | | | | | | |
| J.2 | **Access to Poles, Ducts, Conduits and Rights of W ay** | | | | | | |
| J.2.1 | Access to Poles per Pole, Per Foot, Per Year | Pole, per Foot, per Year | $20.54 | | | | |
| J.2.2 | Access to Conduits, Per Foot, Per Year | Foot, per Year | $0.54 | | | | |
| J.2.3 | Access to Innerduct, Per Foot, Per Year | Foot, per Year | $0.45 | | | | |
| | | | | | | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| K.0 | **ADVANCED INTELLIGENT NETWORK (AIN) SERVICES** | | | | | | |
| K.1 | **BellSouth AIN SMS Access Service** | | | | | | |
| K.1.1 | AIN SMS Access Service-Service Establishment, Per State, Initial Setup | State | | $135.56 | | | |
| K.1.2 | AIN SMS Access Service - Port Connection - Dial/Shared Access | Port Connection | | $41.75 | | | |
| K.1.3 | AIN SMS Access Service - Port Connection - ISDN Access | Port Connection | | $41.75 | | | |
| K.1.4 | AIN SMS Access Service - User Identification Codes - Per User ID Code | User ID Code | | $96.63 | | | |
| K.1.5 | AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement | User ID Code | | $113.67 | | | |
| K.1.6 | AIN SMS Access Svc - Storage, per unit (100 kilobytes) | 100 Kilobytes | $0.0024 | | | | |
| K.1.7 | AIN SMS Access Service - Session, per minute | Minute | $0.0820123 | | | | |
| K.1.8 | AIN SMS Access Svc-Company performed session, per minute | Minute | $2.27 | | | | |
| | | | | | | | |
| K.2 | **BellSouth AIN Toolkit Service (AIN TS)** | | | | | | |
| K.2.1 | AIN TS - Service Establishment Charge, Per State, Initial Setup | State | | $132.04 | | | |
| K.2.2 | AIN TS - Training Session, Per Customer | Customer | | $7,915.00 | | | |
| K.2.3 | AIN TS - Trigger Access Charge, Per Trigger, per DN,Term. Attempt | Trigger, per DN | | $31.21 | | | |
| K.2.4 | AIN TS - Trigger Access Charge, Per Trigger, per DN, Off Hook Delay | Trigger, per DN | | $31.21 | | | |
| K.2.5 | AIN TS - Trigger Access Charge, Per Trigger, per DN,Off-Hook Immediate | Trigger, per DN | | $31.21 | | | |
| K.2.6 | AIN TS - Trigger Access Charge, Per Trigger, per DN, 10-Digit PODP | Trigger, per DN | | $85.24 | | | |
| K.2.7 | AIN TS - Trigger Access Charge, Per Trigger, per DN, CDP | Trigger, per DN | | $85.24 | | | |
| K.2.8 | AIN TS - Trigger Access Charge, Per Trigger, per DN,Feature Code | Trigger, per DN | | $85.24 | | | |
| K.2.9 | AIN TS - Query Charge, Per Query | Query | $0.0211882 | | | | |
| K.2.10 | AIN TS - Type 1 Node Charge, per AIN Toolkit subscription, per Node, per query | AIN Subscription, per Node, per Query | $0.0054774 | | | | |
| K.2.11 | AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes | 100 Kilobytes | $1.50 | | | | |
| K.2.12 | AIN TS - Monthly report - per AIN TS Subscription | AIN Subscription | $17.43 | $33.52 | | | |
| K.2.13 | AIN TS - Special study - per AIN TS Subscription | AIN Subscription | $0.1321116 | $36.23 | | | |
| K.2.14 | AIN TS - Call event report - per AIN TS Subscription | AIN Subscription | $17.35 | $33.52 | | | |
| K.2.15 | AIN TS - Call event special study - per AIN TS Subscription | AIN Subscription | $0.0511435 | $36.23 | | | |
| | | | | | | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| P.0 | **UNBUNDLED LOOP COMBINATIONS** | | | | | | |
| P.1 | **2-Wire Voice Grade Loop w ith 2-Wire Line Port** | Combination | | | | | |
| | **Zone 1** | | $14.18 | | | | |
| | **Zone 2** | | $18.01 | | | | |
| | **Zone 3** | | $23.02 | | | | |
| P.1.3 | 2-Wire Voice Grade Loop/Line Port Combo - Switch-as-is | Combination | | $1.03 | $0.29 | | |
| | 2-Wire Voice Grade Loop/Line Port Combo - NEW | Combination | | $22.14 | $15.25 | $8.45 | $3.91 |
| P.1.4 | 2-Wire Voice Grade Loop/Line Port Combo - Incremental Cost Manual Svc. Order vs Electronic | Combination | | $30.89 | $7.03 | | |
| P.1.5 | 2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update | Combination | | $0.76 | | | |
| P.1.6 | 2-Wire Voice Grade Loop/Line Port Combo -Subsequent Database Update - Incremental Manual Svc Order vs. Electronic | Combination | | $7.97 | | | |
| | | | | | | | |
| P.3 | **2-Wire Voice Grade Loop with 2-Wire DID Trunk Port** | Combination | | | | | |
| | **Zone 1** | | $18.38 | | | | |
| | **Zone 2** | | $19.87 | | | | |
| | **Zone 3** | | $25.52 | | | | |
| P.3.3 | 2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Switch-as-is | Combination | | $8.76 | $5.75 | | |
| | 2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - NEW | Combination | | $45.44 | $29.94 | $8.45 | $3.91 |
| P.3.4 | 2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Incremental Cost Manual Svc Order vs. Electronic | Combination | | $41.43 | $9.80 | | |
| | | | | | | | |
| P.4 | **2-Wire ISDN Digital Grade Loop w ith 2-Wire ISDN Digital Line Side Port** | Combination | | | | | |
| | **Zone 1** | | $32.27 | | | | |
| | **Zone 2** | | $34.78 | | | | |
| | **Zone 3** | | $44.32 | | | | |
| P.4.3 | 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Switch-as-is | Combination | | $117.23 | $117.23 | | |
| | 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - NEW | Combination | | $141.75 | $118.37 | $49.20 | $43.26 |
| P.4.5 | 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Non Feature Subsequent Activity | Combination | | $212.88 | | | |
| | | | | | | | |
| P.5 | **4-Wire DS1 Digital Loop w ith 4-Wire ISDN DS1 Digital Trunk Port** | Combination | | | | | |
| | **Zone 1** | | $132.58 | | | | |
| | **Zone 2** | | $150.25 | | | | |
| | **Zone 3** | | $173.44 | | | | |
| P.5.3 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- Switch-as-is | Combination | | $328.53 | $328.53 | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- NEW | | | $415.53 | $366.90 | $89.28 | $77.43 |
| P.5.5 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Channel Activation - Per Channel | Channel | | $28.39 | | | |
| P.5.6 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward/2way Telephone Numbers | Group of Numbers | | $0.94 | | | |
| P.5.7 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Outward Telephone Numbers | Group of Numbers | | $22.36 | | | |
| P.5.8 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward Telephone Numbers | Group of Numbers | | $44.71 | | | |
| P.5.9 | 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Service Order Per Order | Order | | $189.76 | | | |
| | | | | | | | |
| **P.6** | **2-Wire Voice Grade Extended Loop W ith DS1 Dedicated Interoffice Transport** | | | | | | |
| | First 2-Wire Voice Grade with DS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $176.10 | | | | |
| | **Zone 2** | | $181.17 | | | | |
| | **Zone 3** | | $187.82 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 2-Wire VG Loop and DS1 Interoffice Transport Combination - NEW | Combination | | $422.72 | $177.91 | $146.05 | $44.50 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | | | | | | | |
| | Additional 2-Wire Voice Grade Loop in Same DS1 (excluding mileage) | Loop | | | | | |
| | **Zone 1** | | $17.47 | | | | |
| | **Zone 2** | | $22.54 | | | | |
| | **Zone 3** | | $29.19 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| P.7 | **4-Wire Voice Grade Extended Loop W ith DS1 Dedicated Interoffice Transport** | | | | | | |
| | First 4-Wire 56 or 65 kbps Digital Grade Loop withDS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $184.24 | | | | |
| | **Zone 2** | | $191.80 | | | | |
| | **Zone 3** | | $201.72 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 4-Wire VG Loop and DS1 Interoffice Transport Combination - NEW | Combination | | $422.72 | $177.91 | $146.05 | $44.50 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | | | | | | | |
| | Additional 4-Wire 56 or 65 kbps in Same DS1 (excluding mileage) | Loop | | | | | |
| | **Zone 1** | | $25.61 | | | | |
| | **Zone 2** | | $33.17 | | | | |
| | **Zone 3** | | $43.09 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |
| | | | | | | | |
| P.8 | **4-Wire 56 or 64 kbps Extended Digital Loop W ith Dedicated DS1 Interoffice Transport** | | | | | | |
| | First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $190.64 | | | | |
| | **Zone 2** | | $200.16 | | | | |
| | **Zone 3** | | $212.65 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 4-Wire 56 or 64 kbps Digital Loop and DS1 Interoffice Transport Combination - NEW | Combination | | $417.02 | $173.49 | $146.05 | $44.50 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | Additional 4-Wire 56 or 64 kbps in Same DS1 (excluding mileage) | Loop | | | | | |
| | **Zone 1** | | $32.01 | | | | |
| | **Zone 2** | | $41.52 | | | | |
| | **Zone 3** | | $54.02 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| | | | | | | | |
| P.9 | **Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport** | | | | | | |
| | First 2-Wire Local Channel with DS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $176.72 | | | | |
| | **Zone 2** | | $181.98 | | | | |
| | **Zone 3** | | $188.88 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 2-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW | Combination | | $422.72 | $177.91 | $146.05 | $44.50 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | Additional 2-Wire Voice Grade Channel in Same DS1 (excluding mileage) | Channel | | | | | |
| | **Zone 1** | | $18.09 | | | | |
| | **Zone 2** | | $23.35 | | | | |
| | **Zone 3** | | $30.25 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |
| P.10 | **Extended 4-Wire Voice Grade Dedicated Local Channel w ith Dedicated DS1 Interoffice Transport** | | | | | | |
| | First 4-Wire Local Channel with DS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $177.73 | | | | |
| | **Zone 2** | | $183.29 | | | | |
| | **Zone 3** | | $190.59 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 4-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW | Combination | | $422.72 | $177.91 | $146.05 | $44.50 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | | | | | | | |
| | Additional 4-Wire Voice Grade Channel in Same DS1 (excluding mileage) | Channel | | | | | |
| | **Zone 1** | | $19.09 | | | | |
| | **Zone 2** | | $24.66 | | | | |
| | **Zone 3** | | $31.96 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| **P.11** | **Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport** | | | | | | |
| | First 4-Wire DS1 Digital Loop with DS1 (excluding mileage) | Combination | | | | | |
| | **Zone 1** | | $135.59 | | | | |
| | **Zone 2** | | $153.26 | | | | |
| | **Zone 3** | | $176.45 | | | | |
| P.17.1 | Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Non-Recurring Cost for Extended 4-Wire DS1 Digital Loop and DS1 Interoffice Transport Combination - NEW | Combination | | $430.90 | $285.28 | $149.94 | $55.78 |
| | Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1) | Mile | $0.3562 | | | | |
| | | | | | | | |
| | Additional 4-Wire DS1 Loop in Same DS1 (excluding mileage) | Loop | | | | | |
| | **Zone 1** | | $57.73 | | | | |
| | **Zone 2** | | $75.40 | | | | |
| | **Zone 3** | | $98.59 | | | | |
| | | | | | | | |
| **P.13** | **EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3** | | | | | | |
| P.13-1 | First DS1 in DS3 | Combination | $1,153.26 | | | | |
| | **Zone 1** | | $1,170.93 | | | | |
| | **Zone 2** | | $1,194.12 | | | | |
| | **Zone 3** | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT- NEW | Combination | | $903.39 | $379.80 | $161.42 | $67.08 |
| | | | | | | | |
| P.13-2 | D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile | Per Mile | $2.34 | | | | |
| | | | | | | | |
| P.13-3 | Additional DS1 in same DS3 | Loop | | | | | |
| | **Zone 1** | | $75.45 | | | | |
| | **Zone 2** | | $93.12 | | | | |
| | **Zone 3** | | $116.31 | | | | |
| | | | | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |
| **P.15** | **4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port** | Combination | | | | | |
| | **Zone 1** | | $93.28 | | | | |
| | **Zone 2** | | $110.95 | | | | |
| | **Zone 3** | | $134.14 | | | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| P.15.3 | 4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is | Combination | | $312.91 | $312.91 | | |
| | 4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - NEW | Combination | | $342.80 | $257.87 | $61.41 | $48.49 |
| P.15.5 | Per Channel | Channel | | $108.67 | | | |
| P.15.6 | 4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Telephone Numbers | Group of Numbers | | $88.68 | | | |
| P.15.7 | 4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Signaling Charges | Signaling Change | | $22.92 | | | |
| P.15.8 | Order | Service Order | | $94.88 | | | |
| | | | | | | | |
| **P.23** | **EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT** | | | | | | |
| P.23-1 | Fixed | Combination | | | | | |
| | **Zone 1** | | $38.35 | | | | |
| | **Zone 2** | | $43.42 | | | | |
| | **Zone 3** | | $50.07 | | | | |
| | | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | | | | | | | |
| | Nonrecurring - EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW | Combination | | $219.85 | $89.97 | $142.26 | $41.86 |
| | | | | | | | |
| P.23-2 | D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile | Per Mile | $0.0174 | | | | |
| | | | | | | | |
| **P.24** | **EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT** | | | | | | |
| P.24-1 | Fixed | Combination | $52.00 | | | | |
| | **Zone 1** | | $52.00 | | | | |
| | **Zone 2** | | $59.56 | | | | |
| | **Zone 3** | | $69.48 | | | | |
| | | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | | | | | | | |
| | Nonrecurring - EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW | Combination | | $219.85 | $89.97 | $142.26 | $41.86 |
| | | | | | | | |
| P.24-2 | D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile | Per Mile | $0.0054 | | | | |
| | | | | | | | |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| **P.25** | **EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT** | | | | | | |
| P.25-1 | Fixed | Combination | $1,228.44 | | | | |
| | | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | | | | | | | |
| | Nonrecurring - EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT - NEW | Combination | | $753.50 | $345.10 | $171.21 | $80.67 |
| | | | | | | | |
| P.25-2 | D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile | Per Mile | $2.34 | | | | |
| | | | | | | | |
| P.25-3 | A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile | Per Mile | $9.19 | | | | |
| | | | | | | | |
| **P.26** | **EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT** | | | | | | |
| P.26-1 | Fixed | Combination | $1,243.86 | | | | |
| | | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Nonrecurring - EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT - NEW | Combination | | $753.50 | $345.10 | $171.21 | $80.67 |
| | | | | | | | |
| P-26-2 | D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile | Per Mile | $2.34 | | | | |
| | | | | | | | |
| P.26-3 | A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile | Per Mile | $9.19 | | | | |
| | | | | | | | |
| **P.51** | **EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT** | | | | | | |
| P.51-1 | First 2-Wire ISDN in DS1 | Combination | | | | | |
| | **Zone 1** | | $188.66 | | | | |
| | **Zone 2** | | $195.46 | | | | |
| | **Zone 3** | | $204.39 | | | | |
| | | | | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | | | | | | | |
| | Nonrecurring - EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT - NEW | Combination | | $422.72 | $177.91 | $146.05 | $44.50 |

| Tennessee Interconnection and UNE Prices | | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
| | | | | First | Additional | First | Additional |
| P.51-2 | D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile | Per Mile | $0.3562 | | | | |
| | | | | | | | |
| P.51-3 | Additional 2-wire ISDN in same DS1 | Loop | $25.46 | | | | |
| | Zone 1 | | $32.26 | | | | |
| | Zone 2 | | $41.19 | | | | |
| | Zone 3 | | | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |
| | | | | | | | |
| **P.52** | **EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT** | | | | | | |
| P.52-1 | First in DS1 in STS1 | Combination | | | | | |
| | Zone 1 | | $1,147.59 | | | | |
| | Zone 2 | | $1,165.26 | | | | |
| | Zone 3 | | $1,188.45 | | | | |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | Combination | | $52.73 | $24.62 | $9.12 | $9.12 |
| | Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT - NEW | Combination | | $903.39 | $379.80 | $161.42 | $67.08 |
| | | | | | | | |
| P.52-2 | D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile | Per Mile | $2.34 | | | | |
| | | | | | | | |
| P.52-3 | Additional DS1 in same STS1 | Loop | | | | | |
| | Zone 1 | | $75.31 | | | | |
| | Zone 2 | | $92.98 | | | | |
| | Zone 3 | | $116.17 | | | | |
| P.17.16 | Nonrecurring Cost - New Feature Activation for Combination Use Only | Combination | | $5.70 | $4.42 | | |
| P.17.103 | Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual | Combination | | $31.26 | $10.42 | | |
| | | | | | | | |
| **P.58** | **EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT** | | | | | | |
| P.58-1 | Fixed | | $52.29 | | | | |
| | Zone 1 | | $61.80 | | | | |
| | Zone 2 | | $74.30 | | | | |
| | Zone 3 | | | | | | |

# BellSouth Telecommunications, Inc.
# Tennessee Price Schedule



## Tennessee Interconnection and UNE Prices

| Cost Element | Network Elements | Unit | Recurring Rate | Nonrecurring | | Disconnect | |
|---|---|---|---|---|---|---|---|
| | | | | First | Additional | First | Additional |
| P.17.1 | Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is | | | $52.73 | $24.62 | $9.12 | $9.12 |
| | | | | | | | |
| | Nonrecurring - EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT - NEW | | | $219.85 | $89.97 | $142.26 | $41.86 |
| | | | | | | | |
| P.58-2 | D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile | | $0.0174 | | | | |