

# **BELLSOUTH® / CLEC Agreement**

**Customer Name: NEXUS COMMUNICATIONS, INC.**

Nexus (IA)	2
Table of Contents	3
General Terms and Conditions	5
Att 1 - Resale	25
Att 1 - Resale Discounts and Rates	44
Att 2 - UNEs	45
Att 2 - UNE Rates	122
Att 3 - Network Interconnection	159
Att 3 - Local Interconnection Rates	188
Att 4 - Collocation - Central Office	189
Att 4 - Collocation - Remote Site	229
Att 4 - Collocation Rates	265
Att 5 - Access to Numbers and Number Portability	269
Att 6 - Ordering	273
Att 7 - Billing	280
Att 7 - ODUF/ADUF/EODUF/CMDS Rates	295
Att 8 - Rights of Way	296
Att 9 - Performance Measurements	298
Att 10 - Disaster Recovery Plan	451
Att 11 - BFR and NBR Process	460

**INTERCONNECTION  
AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
NEXUS COMMUNICATIONS, INC.**

## **TABLE OF CONTENTS**

### **General Terms and Conditions**

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Operational Support Systems
- 4. Parity
- 5. White Pages Listings
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 7. Liability and Indemnification
- 8. Intellectual Property Rights and Indemnification
- 9. Proprietary and Confidential Information
- 10. Resolution of Disputes
- 11. Taxes
- 12. Force Majeure
- 13. Adoption of Agreements
- 14. Modification of Agreement
- 15. Non-waiver of Legal Rights
- 16. Indivisibility
- 17. Waivers
- 18. Governing Law
- 19. Assignments
- 20. Notices
- 21. Rule of Construction
- 22. Headings of No Force or Effect
- 23. Multiple Counterparts
- 24. Filing of Agreement
- 25. Compliance with Applicable Law
- 26. Necessary Approvals
- 27. Good Faith Performance
- 28. Nonexclusive Dealings
- 29. Rate True-Up
- 30. Survival
- 31. Entire Agreement

## **TABLE OF CONTENTS (cont'd)**

**Attachment 1 - Resale**

**Attachment 2 - Network Elements and Other Services**

**Attachment 3 - Network Interconnection**

**Attachment 4 - Physical Collocation**

**Attachment 5 - Access to Numbers and Number Portability**

**Attachment 6 – Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

**Attachment 7 - Billing**

**Attachment 8 - Rights-of-Way, Conduits and Pole Attachments**

**Attachment 9 - Performance Measurements**

**Attachment 10- BellSouth Disaster Recovery Plan**

**Attachment 11–Bona Fide Request/New Business Request Process**

## **AGREEMENT GENERAL TERMS AND CONDITIONS**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Nexus Communications, Inc. (“Nexus”), an Ohio corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Nexus or both as a “Party” or “Parties.”

### **W I T N E S S E T H**

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

**WHEREAS**, Nexus is or seeks to become a CLEC authorized to provide telecommunications services in the states of Kentucky; and

**WHEREAS**, Nexus wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

**WHEREAS**, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Nexus agree as follows:

#### **Definitions**

**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.

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

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

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

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

**FCC** means the Federal Communications Commission.

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

**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.

**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.

**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.).

## **1. CLEC Certification**

- 1.1 Prior to execution of this Agreement, Nexus agrees to provide BellSouth in writing Nexus's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent Nexus is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Nexus will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

## **2. Term of the Agreement**

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Kentucky. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this

Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).

- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Nexus pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

### **3. Operational Support Systems**

Nexus shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

### **4. Parity**

When Nexus purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. 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 Nexus 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 network of BellSouth and the network of Nexus 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 BellSouth's End Users and service quality as perceived by Nexus.

### **5. White Pages Listings**

- 5.1 BellSouth shall provide Nexus and its customers access to white pages directory listings under the following terms:

- 5.2 Listings. Nexus shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Nexus residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Nexus and BellSouth subscribers.
- 5.2.1 Rates. So long as Nexus provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Nexus one (1) primary White Pages listing per Nexus subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting Nexus SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.4 Nexus authorizes BellSouth to release all Nexus SLI provided to BellSouth by Nexus to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Nexus SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.4.1 No compensation shall be paid to Nexus for BellSouth's receipt of Nexus 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 Nexus's SLI, or costs on an ongoing basis to administer the release of Nexus SLI, Nexus shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Nexus's SLI, Nexus will be notified. If Nexus does not wish to pay its proportionate share of these reasonable costs, Nexus may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Nexus shall amend this Agreement accordingly. Nexus will be liable for all costs incurred until the effective date of the amendment.
- 5.4.2 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Nexus under this Agreement. Nexus 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 Nexus listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Nexus any complaints received by BellSouth relating to the accuracy or quality of Nexus listings.
- 5.4.3 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

- 5.5 Unlisted/Non-Published Subscribers. Nexus will be required to provide to BellSouth the names, addresses and telephone numbers of all Nexus customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff.
- 5.6 Inclusion of Nexus End Users in Directory Assistance Database. BellSouth will include and maintain Nexus subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Nexus shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.7 Listing Information Confidentiality. BellSouth will afford Nexus's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.8 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.9 Directories. BellSouth or its agent shall make available White Pages directories to Nexus subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Nexus, 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 Nexus 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 Nexus End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to Nexus. Where BellSouth is providing to Nexus Telecommunications Services for resale or providing to Nexus the local switching function, then Nexus agrees that in those cases where Nexus receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Nexus End Users, and where Nexus does not have the requested information, Nexus will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

**7. Liability and Indemnification**

- 7.1 Nexus Liability. In the event that Nexus consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Nexus under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Nexus for any act or omission of another Telecommunications company providing services to Nexus.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, 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.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 7.3.3 Neither BellSouth nor Nexus shall be liable for damages to the other Party'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 a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent

efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party 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.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 8. Intellectual Property Rights and Indemnification**
- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use

patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

### 8.3 Intellectual Property Remedies

8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

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

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

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

8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would

necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

## 9. **Proprietary and Confidential Information**

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Nexus, each as the "Discloser," to provide to the other Party, 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.

9.2 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.

9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (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 Agreement by Discloser upon written notice to Recipient.

9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement

and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing 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.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## **10. Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## **11. Taxes**

- 11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be 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.
- 11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

- 11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 11.3.2 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 Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, 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 Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 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 Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party 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 Party in connection with any claim for or contest of any such tax or fee.

- 11.3.7 Each Party shall notify the other Party 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.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 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 Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party 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 Party shall be at the purchasing Party's expense.
- 11.4.4 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 Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys'

fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.4.7 Each Party shall notify the other Party 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.

11.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party 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 Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## 12. Force Majeure

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

## 13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Nexus any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

**14. Modification of Agreement**

- 14.1 If Nexus 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 Nexus to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Nexus or BellSouth to perform any material terms of this Agreement, Nexus or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

**15. Non-waiver of Legal Rights**

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

**16. Indivisibility**

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

**17. Waivers**

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

**18. Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**19. Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Nexus, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Nexus shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Nexus pays all bills, past due and current, under this Agreement, or (2) Nexus's assignee expressly assumes liability for payment of such bills.

**20. Notices**

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

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor

Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Nexus Communications, Inc.**

**Steven Fenker**  
7830 North Central Drive Suite C  
Lewis Center, OH 43035  
740-549-1092

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

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

20.3 Notwithstanding the foregoing, BellSouth may provide Nexus notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth’s website, and any other information of general applicability to CLECs.

**21. Rule of Construction**

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

**22. Headings of No Force or Effect**

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

**23. Multiple Counterparts**

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

**24. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Nexus shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Nexus. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Nexus is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**25. Compliance with Applicable Law**

Each Party shall comply at its own expense with Applicable Law.

**26. Necessary Approvals**

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

**27. Good Faith Performance**

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

**28. Nonexclusive Dealings**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Nexus as a requesting carrier under the Act).

**29. Rate True-Up**

- 29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.
- 29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 10 of the General Terms and Conditions of this Agreement.
- 29.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Nexus specifically or upon all carriers generally, such as a generic cost proceeding.

### **30. Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

### **31. Entire Agreement**

- 31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Nexus acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and

executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

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

31.3 The following services are included as options for purchase by Nexus pursuant to the terms and conditions set forth in this Agreement. Nexus may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)  
Enhanced Optional Daily Usage File (EODUF)  
Access Daily Usage File (ADUF)  
Line Information Database (LIDB) Storage  
Centralized Message Distribution Service (CMDS)  
Calling Name (CNAM)  
LNP Data Base Query Service

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

**BellSouth Telecommunications, Inc.**

**Nexus Communications, Inc.**

By: Signature on File \_\_\_\_\_

Name: Elizabeth A. Shiroishi \_\_\_\_\_

Title: Assistant Director \_\_\_\_\_

Date: 08/13/2002 \_\_\_\_\_

By: Signature on File \_\_\_\_\_

Name: Steven Fenker \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Date: 8/12/2002 \_\_\_\_\_

## **Attachment 1**

### **Resale**

**Table of Contents**

<b>1. Discount Rates.....</b>	<b>3</b>
<b>2. Definition of Terms .....</b>	<b>3</b>
<b>3. General Provisions .....</b>	<b>4</b>
<b>4. BellSouth’s Provision of Services to Nexus.....</b>	<b>8</b>
<b>5. Maintenance of Services.....</b>	<b>8</b>
<b>6. Establishment of Service .....</b>	<b>9</b>
<b>7. Discontinuance of Service .....</b>	<b>9</b>
<b>8. Operator Services (Operator Call Processing and Directory Assistance) .....</b>	<b>10</b>
<b>9. Line Information Database (LIDB).....</b>	<b>14</b>
<b>10. RAO Hosting .....</b>	<b>14</b>
<b>Resale Restrictions .....</b>	<b>Exhibit A</b>
<b>Line Information Database (LIDB) Storage Agreement .....</b>	<b>Exhibit B</b>
<b>Resale Discounts and Rates .....</b>	<b>Exhibit C</b>

## RESALE

### 1. Discount Rates

- 1.1 The discount rates applied to Nexus purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit C. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by Nexus for the purposes of resale to Nexus's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit C to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

### 2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Nexus, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

### **3. General Provisions**

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Nexus for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When Nexus provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if Nexus does not resell Lifeline services to any end users, and if Nexus agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event Nexus resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Nexus and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 Nexus must provide written notification to BellSouth within 30 days prior to providing its own operator services/directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 Nexus may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 Nexus must resell services to other End Users.
- 3.2.2 Nexus cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 Nexus will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Nexus for said services.
- 3.4 Nexus will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User

except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Nexus. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Nexus. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of Nexus or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party 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.
- 3.5.2 BellSouth and Nexus will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or Nexus to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to Nexus, BellSouth will provide Nexus with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Nexus acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Nexus acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Nexus shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow Nexus to designate up to 100 intermediate telephone numbers per CLLIC, for Nexus's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Nexus

acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Nexus's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Nexus or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Nexus has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Nexus remain the property of BellSouth.
- 3.15 White page directory listings for Nexus End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
- 3.16.1 Nexus must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which Nexus may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit C to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit C to this

Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

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

3.16.4 Cancellation OSS Charge. Nexus will incur an OSS charge for an accepted LSR that is later canceled.

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

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

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Nexus per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of the General Terms and Conditions.

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

3.20 In the event Nexus acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Nexus that Special Assembly at the wholesale discount at Nexus's option. Nexus shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21 BellSouth shall provide 911/E911 for Nexus customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Nexus customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Nexus customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22 BellSouth shall bill, and Nexus shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23 Pursuant to 47 CFR Section 51.617, BellSouth will bill to Nexus, and Nexus shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

#### **4. BellSouth's Provision of Services to Nexus**

4.1 Resale of BellSouth services shall be as follows:

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

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by Nexus to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Nexus shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Nexus for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 Nexus may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If Nexus cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

#### **5. Maintenance of Services**

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

- 5.2 Nexus or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 Nexus accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Nexus will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Nexus shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Nexus for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact Nexus's End Users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Nexus will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Nexus's resold 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") and a tax exemption certificate, if applicable.
- 6.2 Nexus shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Nexus will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Nexus's End User customer. Nexus must, however, be able to demonstrate End User authorization upon request.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Nexus to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Nexus to such other CLEC. Upon completion of the conversion BellSouth will notify Nexus that such conversion has been completed.

## **7. Discontinuance of Service**

- 7.1 The procedures for discontinuing service to an End User are as follows:

- 7.1.1 BellSouth will deny service to Nexus's End User on behalf of, and at the request of, Nexus. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Nexus.
- 7.1.2 At the request of Nexus, BellSouth will disconnect a Nexus End User customer.
- 7.1.3 All requests by Nexus for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Nexus will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Nexus when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Nexus and/or the End User against any claim, loss or damage arising from providing this information to Nexus. It is the responsibility of Nexus to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

## **8.0 Operator Services (Operator Call Processing and Directory Assistance)**

- 8.1 Operator Services provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
  - 8.2.1 Process 0+ and 0- dialed local calls
  - 8.2.2 Process 0+ and 0- intraLATA toll calls.
  - 8.2.3 Process calls that are billed to Nexus end user's calling card that can be validated by BellSouth.
  - 8.2.4 Process person-to-person calls.
  - 8.2.5 Process collect calls.
  - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
  - 8.2.7 Process station-to-station calls.

- 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 8.2.10 Process operator-assisted directory assistance calls.
- 8.2.11 Adhere to equal access requirements, providing Nexus local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to Nexus that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Nexus.
- 8.2.15 Provide call records to Nexus in accordance with ODUF standards.
- 8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.3 Directory Assistance Service
  - 8.3.1 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.
  - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Nexus's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Exhibit C to one of the provided listings.
  - 8.3.3 Directory Assistance Service Updates
    - 8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
      - 8.3.3.1.1 New end user connections
      - 8.3.3.1.2 End user disconnections
      - 8.3.3.1.3 End user address changes
    - 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

- 8.4 Branding for Operator Call Processing and Directory Assistance
- 8.4.1 BellSouth's branding feature provides a definable announcement to Nexus end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Nexus's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit C.
- 8.4.2 BellSouth offers three branding offering option to Nexus when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from Nexus, the order is considered firm after ten (10) business days. Should Nexus decide to cancel the order, written notification to Nexus's BellSouth Account Executive is required. If Nexus decides to cancel after ten (10) business days from receipt of the branding order, Nexus shall pay all charges per the order.
- 8.4.4 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.4.1 Where Nexus resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Nexus's end user calls to that provider through Selective Call Routing.
- 8.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Nexus to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.4.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.4.4 Where available, Nexus specific and unique line class codes are programmed in each BellSouth end office switch were Nexus intends to service end users with customized OCP/DA branding. The line class codes specifically identify Nexus's end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Nexus intends to provide Nexus-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require Nexus to order dedicated transport and trunking from each BellSouth end office identified by

Nexus, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Nexus Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are as set forth in applicable BellSouth Tariffs.

- 8.4.4.6 The rates for SCR-LCC are as set forth in Exhibit C of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.4.7 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Nexus to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.5 Branding via Originating Line Number Screening (OLNS)
- 8.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Nexus shall not be required to purchase direct trunking.
- 8.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Nexus must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Nexus must submit a manual order form which requires, among other things, Nexus's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Nexus shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Nexus's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Nexus end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 8.4.5.3 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit C of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Nexus applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Nexus shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit C of this Attachment.

- 8.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicles (NAV) equipment for which Nexus requires service.
- 8.4.5.5 Directory Assistance customized branding uses:
  - 8.4.5.5.1 the recording of Nexus
  - 8.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.4.5.6 Operator Call Processing customized branding uses:
  - 8.4.5.6.1 the recording of Nexus
  - 8.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina)
  - 8.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

## **9. Line Information Database (LIDB)**

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to Nexus's Account Manager stating a requested activation date.

## **10. RAO Hosting**

- 10.1 RAO Hosting is not required for resale in the BellSouth region.

**EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)**

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes								
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>Applicable Notes:</b>																		
1.	<b>Grandfathered services</b> can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, <b>promotions</b> will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term <b>promotions</b> (offered for more than ninety (90) days) may be obtained at one of the following rates:																	
	(a) the stated tariff rate, less the wholesale discount;																	
	(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	<b>Lifeline/Link Up</b> services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

## **LINE INFORMATION DATA BASE (LIDB)**

### **RESALE STORAGE AGREEMENT**

#### **I. Definitions (from Addendum)**

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Nexus.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Nexus.

#### **II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Nexus and pursuant to which BellSouth, its LIDB customers and Nexus shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Nexus's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Nexus understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable

tariffs and agrees that information stored at the request of Nexus, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to Nexus's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Nexus has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Nexus of fraud alerts so that Nexus may take action it deems appropriate.

**III. Responsibilities of the Parties**

A. BellSouth will administer all data stored in the LIDB, including the data provided by Nexus pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Nexus for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as

BellSouth implements in its LIDB and its supporting systems the means to differentiate Nexus's data from BellSouth's data, the following shall apply:

- (1) Nexus will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Nexus's End User accounts which are resident in LIDB pursuant to this Agreement. Nexus authorizes BellSouth to place such charges on Nexus's bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) Nexus shall have the responsibility to render a billing statement to its End Users for these charges, but Nexus shall pay BellSouth for the charges billed regardless of whether Nexus collects from Nexus's End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between Nexus and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Nexus. It shall be the responsibility of Nexus and the B&C Customers to negotiate and arrange for any appropriate adjustments.

#### C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. Nexus will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Nexus. BellSouth will not issue line-based calling cards in the name of Nexus's individual End Users. In the event that Nexus wants to include calling card numbers assigned by Nexus in the BellSouth LIDB, a separate agreement is required.

#### IV. Fees for Service and Taxes

- A. Nexus will not be charged a fee for storage services provided by BellSouth to Nexus, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Nexus in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

## RESALE DISCOUNTS AND RATES

		<b>KENTUCKY</b>	
<b>APPLICABLE DISCOUNTS</b>			
RESIDENCE		16.79%	
BUSINESS		15.54%	
CSAs*			
* Unless noted in this row, the discount for Business will be the applicable discount			
<b>OPERATIONAL SUPPORT SYSTEM</b>			
<u>ELEMENT</u>	<u>USOC</u>		
Electronic LSR	SOMEK	\$3.50	
Manual LSR	SOMAN	\$19.99	

## **Attachment 2**

### **Network Elements and Other Services**

**TABLE OF CONTENTS**

**1 INTRODUCTION..... 3**

**2 UNBUNDLED LOOPS..... 4**

**3 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT..... 25**

**4 LOCAL SWITCHING..... 35**

**5 UNBUNDLED NETWORK ELEMENT COMBINATIONS..... 42**

**6 TRANSPORT, CHANNELIZATION AND DARK FIBER..... 49**

**7 BELLSOUTH SWITCHED ACCESS (“SWA”) 8XX TOLL FREE DIALING TEN DIGIT  
SCREENING SERVICE..... 54**

**8 LINE INFORMATION DATABASE (LIDB)..... 54**

**9 SIGNALING ..... 57**

**10 OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE) . 63**

**11 AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS)..... 69**

**12 CALLING NAME (CNAM) DATABASE SERVICE..... 69**

**13 SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS)  
ADVANCED INTELLIGENT NETWORK (AIN) ACCESS ..... 71**

**14 BASIC 911 AND E911 ..... 71**

**15 OPERATIONAL SUPPORT SYSTEMS (OSS)..... 72**

**LIDB Storage Agreement ..... Exhibit A**

**Rates ..... Exhibit B**

## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### 1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Nexus in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Nexus. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require Nexus to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment Nexus used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of Nexus, and to the extent technically feasible, provide to Nexus access to its Network Elements for the provision of Nexus’s telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Nexus may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Nexus chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Nexus to the demarcation point associated with Nexus’s collocation arrangement.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Nexus may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide wireless telecommunications services.
- 1.7 Rates
- 1.7.1 The prices that Nexus shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Nexus purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

- 1.7.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.7.3 If Nexus modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Nexus in accordance with FCC No. 1 Tariff, Section 5.
- 1.7.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

## **2 Unbundled Loops**

### **2.1 General**

- 2.1.1 The local loop Network Element (“Loop”) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point 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) and line conditioning.
- 2.1.2 The provisioning of a Loop to Nexus’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 separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth’s network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth’s Unbundled Loop Modification process, then Nexus can use the Special Construction process to request that BellSouth place facilities in order to meet Nexus’s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.
- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth’s Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.5 The Loop shall be provided to Nexus in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 Nexus may utilize the unbundled Loops to provide telecommunications services, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Nexus has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Nexus shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Nexus using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 Nexus will be responsible for testing and isolating troubles on the Loops. Nexus must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. At the time of the trouble report, Nexus will be required to provide the results of the Nexus test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once Nexus has isolated a trouble to the BellSouth provided Loop, and had issued 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 end users.
- 2.1.8.3 If Nexus reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Nexus for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If Nexus reports trouble on a designed loop and no trouble is found, BellSouth will charge Nexus for any dispatch and testing outside the central office.
- 2.1.9 **Order Coordination and Order Coordination-Time Specific**
- 2.1.9.1 "Order Coordination" (OC) allows BellSouth and Nexus to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Nexus's facilities to limit end user

service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 “Order Coordination – Time Specific” (OC-TS) allows Nexus to order a specific time for OC to take place. BellSouth will make every effort to accommodate Nexus's specific conversion time request. However, BellSouth reserves the right to negotiate with Nexus a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. Nexus may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Nexus 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 based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

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

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

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

	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>SL-1 (Non-Designed)</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND (Non-Designed)</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
<b>Unbundled Digital Loop (Designed)</b>	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
<b>Unbundled Copper Loop (Designed)</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Nexus must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

- 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Nexus will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Nexus. Nexus may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated 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 end users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that Nexus may request further testing on new UVL-SL1 loops. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to Nexus. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Nexus 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.

### 2.3 **Unbundled Digital Loops**

- 2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.2 BellSouth shall make available the following UDLs:

- 2.3.2.1 2-wire Unbundled ISDN Digital Loop
- 2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)
- 2.3.2.3 2-wire Unbundled ADSL Compatible Loop
- 2.3.2.4 2-wire Unbundled HDSL Compatible Loop
- 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Nexus 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. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate<sup>®</sup>Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

## 2.4 **Unbundled Copper Loops (UCL)**

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

### 2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

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

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

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

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

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

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

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

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

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

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

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

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

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline

telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

- 2.5.2 BellSouth shall condition Loops, as requested by Nexus, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, Nexus will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Nexus can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Nexus will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.
- 2.5.4 In those cases where Nexus has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.
- 2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.5.6 Nexus shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Nexus desires BellSouth to condition.
- 2.5.7 When requesting ULM for a loop that BellSouth has previously provisioned for NEXUS COMMUNICATIONS, INC., NEXUS COMMUNICATIONS, INC. will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by NEXUS COMMUNICATIONS, INC. is available at the location for which the ULM was requested, NEXUS COMMUNICATIONS, INC. will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, NEXUS COMMUNICATIONS, INC. will not be charged for ULM but will only be charged the service order charges for submitting an order.

## 2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.6.1 Where Nexus has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Nexus. If a suitable alternative facility is not

available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Nexus (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Nexus will then have the option of paying the one-time SC rates to place the loop.

## 2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring 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 customer-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.

2.7.2 BellSouth shall permit Nexus to connect Nexus's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

### 2.7.3 **Access to NID**

2.7.3.1 Nexus may access the end user's customer-premises wiring by any of the following means and Nexus shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 1) BellSouth shall allow Nexus 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 premises.

- 2.7.3.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Nexus's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Nexus to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Nexus's NID.
- 2.7.4.3 Existing BellSouth NIDS will be provided in "as is" condition. Nexus may request BellSouth do additional work to the NID on a time and material basis. When Nexus deploys its own local loops with respect to multiple-line termination devices, Nexus shall specify the quantity of NIDs connections that it requires within such device.
- 2.8 **Sub-loop Elements**
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.
- 2.8.2 **Unbundled Sub-Loop Distribution**
- 2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user'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. BellSouth will make the following available sub-loop distribution offerings where facilities permit:
- Unbundled Sub-Loop Distribution – Voice Grade
  - Unbundled Copper Sub-Loop
  - Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)
- 2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) 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 and may have load coils.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.
- 2.8.2.4 If Nexus requests a UCSL and it is not available, Nexus may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC

includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

- 2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Nexus's use on this cross-connect panel. Nexus will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, Nexus shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Nexus's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Nexus is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Nexus's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the Website address: <http://www.interconnection.bellsouth.com/products/html/unes.html>. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room to accommodate Nexus's request for Unbundled Sub-Loops, Nexus may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Nexus will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before Nexus can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Nexus's cable into the cross-connect box. For the site 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.
- 2.8.2.10 Once the site set-up is complete, Nexus 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 Nexus requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Nexus for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the end-users premises. Neither Party will provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow the other Party to place its facilities to the end user.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire ("Provisioning Party") will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing Multi-Dwelling Units (MDUs) and/or Multi-Tenant Units (MTUs) in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, Nexus will install UNTW Access Terminals for BellSouth at no additional charge.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Nexus for each pair activated commensurate to the price specified in Nexus's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is

available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
  - 2.8.3.3.11.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

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

#### 2.8.4 **Unbundled Sub-Loop Feeder**

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

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

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

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Nexus's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 Nexus will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect 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, Nexus may request, through the BellSouth Special Construction process, a determination of costs to provide the sub-loop feeder element to Nexus. Nexus will then have the option of paying the special construction charges or canceling the order.

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

2.8.4.5.3 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.

2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)

- 2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.
- 2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.
- 2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.
- 2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.
- 2.8.4.7 Requirements
- 2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.
- 2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.
- 2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.
- 2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

## 2.8.5 **Unbundled Loop Concentration (ULC)**

- 2.8.5.1 BellSouth will provide to Nexus Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Nexus at Nexus's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Nexus's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

## 2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Nexus may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

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

2.8.6.3 Nexus is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow Nexus's sub-loops to be placed on the USLC and transported to Nexus's collocation space at a DS1 level.

## 2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises connected via a cross connect to the demarcation point associated with Nexus's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Nexus to utilize Dark Fiber Loops.

### 2.8.7.2 Requirements

2.8.7.2.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period.

BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

- 2.8.7.2.2 Nexus is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.7.2.3 BellSouth shall use its commercially reasonable efforts to provide to Nexus information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry (“SI”) from Nexus.
- 2.8.7.2.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Nexus within twenty (20) business days after Nexus submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Nexus to connect Nexus provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

## 2.9 **Loop Makeup (LMU)**

### 2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to Nexus (LMU) information so that Nexus can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Nexus intends to install and the services Nexus wishes to provide. This section addresses LMU as a preordering transaction, distinct from Nexus ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
- 2.9.1.2 BellSouth will provide Nexus LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth’s LMU information is provided to Nexus as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth’s provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

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

## 2.9.2 **Submitting Loop Makeup Service Inquiries**

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

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

## 2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Nexus may reserve up to ten Loop facilities. For a Manual LMUSI, Nexus may reserve up to three Loop facilities.

2.9.3.2 Nexus may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Nexus. During and prior to Nexus placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Nexus does not submit an LSR for a UNE service on a reserved facility within the four-day reservation

timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

#### 2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Nexus will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Nexus does not reserve facilities upon an initial LMUSI, Nexus's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

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

### **3 High Frequency Spectrum Network Element**

#### 3.1 General

3.1.1 BellSouth shall provide Nexus access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Nexus the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Nexus shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters,

range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

- 3.1.4 BellSouth will provide Loop Modification to Nexus on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Nexus requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, Nexus shall pay for the Loop to be restored to its original state.
- 3.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Nexus desires to continue providing xDSL service on such Loop, Nexus shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Nexus notice in a reasonable time prior to disconnect, which notice shall give Nexus an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Nexus purchases the full stand-alone loop, Nexus may elect the type of loop it will purchase. Nexus will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event Nexus purchases a voice grade Loop, Nexus acknowledges that such Loop may not remain xDSL compatible.
- 3.1.6 Only one competitive local exchange carrier (CLEC) shall be permitted access to the High Frequency Spectrum of any particular loop.

### 3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

- 3.2.1 BellSouth will provide Nexus with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, Nexus must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

3.2.1.2 Nexus may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Nexus's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of Nexus in a central office in which Nexus is located, Nexus shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Nexus shall pay the electronic or manual ordering charges as applicable when Nexus orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Nexus's data.

### 3.3 **BellSouth Provided Splitter**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Nexus access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Nexus's xDSL equipment in Nexus's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Nexus with a carrier notification letter, informing Nexus of change. Nexus shall purchase ports on the splitter in increments of 8, 24, or 96 ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Nexus shall purchase ports on the splitter in increments of 24 or 96 ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Nexus's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Nexus's DS0 termination point as possible. Nexus shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Nexus on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Nexus DS0 at such time that a Nexus end user's service is established.

### 3.4 **CLEC Provided Splitter**

3.4.1 Nexus may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Nexus may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 shall apply.

3.4.2 Any splitters installed by Nexus in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Nexus may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

### 3.5 **Ordering**

3.5.1 Nexus shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide Nexus the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.5.4 BellSouth will provide Nexus access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Nexus shall pay the rates for such services, as described in Exhibit B.

### 3.6 **Maintenance and Repair**

3.6.1 Nexus shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If Nexus is using a BellSouth owned splitter, Nexus may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Nexus provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Nexus will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.6.3 Nexus shall inform its end users to direct data problems to Nexus, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.6.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Nexus, BellSouth will notify Nexus. Nexus will provide

at least one but no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Nexus will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Nexus's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

### 3.7 **Line Splitting**

#### 3.7.1 General

3.7.2 Line splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end-users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. Nexus shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Nexus will not provide voice and data services.

3.7.3 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Nexus or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

3.7.4 When end users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Nexus for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Nexus or its authorized agent to determine if the loop is compatible for Line Splitting Service. Nexus or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and Nexus or its authorized agent submits an LSR to BellSouth to change the loop.

### 3.8 **Provisioning Line Splitting and Splitter Space**

3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Nexus or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line

activation, and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

- 3.8.2 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, Bellsouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

### **3.9 Ordering**

- 3.9.1 Nexus shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with Line Splitting.
- 3.9.2 BellSouth shall provide Nexus the Local Service Request ("LSR") format to be used when ordering Line Splitting service.
- 3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.9.4 BellSouth will provide Nexus access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Nexus shall pay the rates for such services as described in Exhibit B.
- 3.9.5 BellSouth will provide loop modification to Nexus on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: <HTTP://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

### **3.10 Maintenance**

- 3.10.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Nexus will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.10.2 Nexus shall inform its end users to direct data problems to Nexus, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.10.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.10.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.
- 3.10.5 If Nexus is not the data provider, Nexus shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions, related to the data provider.

### **3.11 Remote Site High Frequency Spectrum**

- 3.11.1 General
- 3.11.2 BellSouth shall provide Nexus access to the high frequency spectrum of the local sub-loop as an unbundled network element (UNE) only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.
- 3.11.3 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper sub-loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Nexus the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for whom BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the sub-loop spectrum (from 300

Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Nexus shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.11.4 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub-loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.11.5 BellSouth will provide Loop Modification to Nexus on an existing sub-loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If Nexus requests modifications on a sub loop longer than 18,000 ft. and requested modifications significantly degrades the voice services on the loop, Nexus shall pay for the loop to be restored to its original state.
- 3.11.6 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Nexus desires to continue providing xDSL service on such sub-loop, Nexus shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give Nexus notice in a reasonable time prior to disconnect, which notice shall give Nexus an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and Nexus purchases the full stand-alone sub-loop, Nexus may elect the type of sub-loop it will purchase. Nexus will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event Nexus purchases a voice grade Loop, Nexus acknowledges that such sub-loop may not remain xDSL compatible.
- 3.11.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.

### 3.12 **Provisioning of High Frequency Spectrum and Splitter Space**

- 3.12.1 BellSouth will provide Nexus with access to the High Frequency Spectrum as follows:

- 3.12.1.1 To order High Frequency Spectrum on a particular sub-loop, Nexus must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such sub-loop.
- 3.12.1.2 Nexus may provide its own splitters or may order splitters in a remote site once the Nexus has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of Nexus's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.
- 3.12.1.3 Once a splitter is installed on behalf of Nexus in a remote site in which Nexus is located, Nexus shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and Nexus shall pay applicable for High Frequency Spectrum end-user activation.

### **3.13 BellSouth Owned Splitter**

- 3.13.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. The Nexus's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). The Nexus will provide a cable facility to the BellSouth FDI. BellSouth will splice the Nexus's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect the Nexus's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to the Nexus's xDSL equipment in their collocation space. Access to the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.
- 3.13.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in the Nexus's Remote Terminal (RT) collocation space and routed back to the Nexus's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide Nexus with a carrier notification letter, informing Nexus of change. Nexus shall purchase ports on the splitter in increments of 24 ports.
- 3.13.3 BellSouth will install the splitter in (i) a common area close to Nexus's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Nexus's DS0 termination point as possible. Nexus shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Nexus DS0 at such time that a Nexus end user's service is established.

### **3.14 CLEC Owned Splitter**

- 3.14.1 Nexus may at its option purchase, install and maintain splitters in its collocation arrangements. Nexus may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. The CLEC will be required to activate cable pairs in no less than 8 (eight) pair increments.
- 3.14.2 Any splitters installed by Nexus in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Nexus may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.15 **Ordering**
- 3.15.1 Nexus shall use BellSouth's Remote Splitter Ordering Document ("RSOD") to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.
- 3.15.2 BellSouth will provide Nexus the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 3.15.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.15.4 BellSouth will provide Nexus access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Nexus shall pay the rates for such services, as described in Exhibit B.
- 3.15.5 BellSouth shall test the data portion of the sub-loop to ensure the continuity of the wiring for Nexus's data.
- 3.16 **Maintenance and Repair**
- 3.16.1 <Customer\_short\_name> shall have access for repair and maintenance purposes, to any sub-loop for which it has access to the High Frequency Spectrum. If Nexus is using a BellSouth owned splitter, Nexus may access the sub-loop at the point where the data signal exits. If Nexus provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.16.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Nexus will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.16.3 Nexus shall inform its end users to direct data problems to Nexus, unless both voice and data services are impaired, in which event the end users should call BellSouth.

- 3.16.4 Once a Party has isolated a trouble to the other Party's portion of the sub-loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the sub-loop.
- 3.16.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Nexus, BellSouth will notify Nexus. Nexus will provide at least one but no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Nexus will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Nexus's access to the High Frequency Spectrum on such sub-loop. BellSouth will not be responsible for any loss of data as a result of this action.

#### **4 Local Switching**

- 4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Nexus for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Nexus for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

#### **4.2 Local Circuit Switching Capability, including Tandem Switching Capability**

- 4.2.1 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; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, 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 signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Nexus when

Nexus serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 4.2.3 In the event that Nexus orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge Nexus the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Nexus's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that Nexus purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Nexus local end user, or originated by a BellSouth local end user and terminated to an Nexus local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Nexus the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Nexus shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 Where Nexus purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Nexus end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Nexus the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Nexus shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

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

4.2.9 **Unbundled Port Features**

4.2.9.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

4.2.9.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

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

4.2.9.4 BellSouth will provide to Nexus selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Nexus will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.

4.2.10 **Remote Call Forwarding**

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

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

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

4.2.10.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

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

4.2.10.2 In addition to the charge for the URCF service port, BellSouth shall charge Nexus the rates set forth in Exhibit B for unbundled local switching, tandem switching,

and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward- to number (service).

4.2.11 **Provision for Local Switching**

4.2.11.1 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.

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

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

4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Nexus all AIN triggers in connection with its SMS/SCE offering.

4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Nexus.

4.2.12 **Local Switching Interfaces.**

4.2.12.1 Nexus shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

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

4.2.12.1.2 Coin phone signaling;

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

4.2.12.1.4 Two-wire analog interface to PBX;

4.2.12.1.5 Four-wire analog interface to PBX;

- 4.2.12.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.12.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 4.2.12.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.12.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

### 4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

#### 4.3.2 **Technical Requirements**

- 4.3.2.1 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:
  - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
  - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Nexus and BellSouth;
  - 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
  - 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
  - 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
  - 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Nexus.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll-free traffic received from Nexus's local switch.
- 4.3.2.5 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.
- 4.3.3 Upon Nexus's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Nexus's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Nexus. AIN Selective Carrier Routing will provide Nexus with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 Nexus shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by Nexus, the routing of Nexus's end user calls shall be pursuant to information provided by Nexus and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Nexus shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each Nexus end user activated, there shall be a non-recurring End User Establishment charge as set forth in

Exhibit B of this Attachment. Nexus shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN\_SCR Central Office Identification Form - Form C, AIN\_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Nexus's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Nexus, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to Nexus following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to Nexus following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Nexus following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.
- 4.5 **Packet Switching Capability**
- 4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the feeder section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Nexus seeks to offer;
- 4.5.2.3 BellSouth has not permitted Nexus to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Nexus obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
- 4.5.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

## **5 Unbundled Network Element Combinations**

- 5.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by Nexus are in fact already combined by BellSouth in the BellSouth network.
- 5.2 Unbundled Network Element Combinations shall include:
  - 5.2.1 Density Zone 1 Enhanced Extended Links (EELs);
  - 5.2.2 Ordinarily Combined UNE Combinations;
  - 5.2.3 Special Access Service to UNE Conversions;
  - 5.2.4 Currently Combined Transport Element Combination Conversions; and
  - 5.2.5 UNE Loop/Port Combinations.

### **5.3 Density Zone 1 EELs**

- 5.3.1 EELs are a combination of unbundled loop and transport. BellSouth shall provide Nexus with EELs where they are available.
- 5.3.2 Density Zone 1 EELs, as they relate to the FCC’s Unbundled Switching Option, are comprised of the configurations in Section 5.3.4 consisting of Local Loop and Interoffice Channel terminating in the requesting CLEC’s collocation in the Point of Presence (POP) Serving Wire Center (SWC).
- 5.3.3 Density Zone 1 EELs are intended to provide new service connectivity from an end user’s location through that end user’s SWC to Nexus’s collocation space in a BellSouth central office. The circuit must be connected to the Nexus’s switch for the purpose of provisioning circuit telephone exchange service to the Nexus’s end-user customers. These new EELs may be connected within the Nexus’s collocation

to other transport terminating into Nexus's switch.

- 5.3.4 Density Zone 1 EELs are:
  - 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
  - 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
  - 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
  - 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
  - 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
  - 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
  - 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
  - 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
  - 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
  - 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
  - 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
  - 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
  - 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
  - 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

- 5.3.5 Density Zone 1 EELs as described in Section 5.3.4 shall be made available to Nexus as new service in density zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA MSAs.
- 5.3.6 Density Zone 1 EELs as described in Section 5.3.4 are subject to the restrictions of Sections 5.6.1.1, 5.6.1.2, 5.6.2, and 5.6.3.
- 5.3.7 Rates
- 5.3.7.1 Density Zone 1 EEL rates as described in Section 5.3.4 shall be the sum of the recurring rates for that combination as set forth in Exhibit B of this Attachment.

#### **5.4 Ordinarily Combined UNE Combinations**

- 5.4.1 BellSouth shall provide Ordinarily Combined UNE Combinations to Nexus as new service in all states, where available, regardless of whether or not such network element combinations are Currently Combined. Ordinarily Combined UNE Combinations consist of a loop-transport combination, where the transport may consist of an Interoffice Channel, a Local Channel, or a Local Channel and an Interoffice Channel. These combinations may terminate to Nexus 's collocation; however collocation is not required. BellSouth does not connect Ordinarily Combined UNEs Combinations to tariffed services.
- 5.4.2 Rates
- 5.4.2.1 The rates for Ordinarily Combined UNE Combinations, which replicate the architecture described in Section 5.3.4, shall be the sum of the recurring and non-recurring rates for that combination as set forth in Exhibit B of this Attachment.
- 5.4.2.2 The rates for Ordinarily Combined UNE Combinations which do not replicate a combination described in Section 5.3.4, shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment.
- 5.4.3 To the extent that Nexus seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Nexus, at its option, may request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

## 5.5 Currently Combined Combinations to UNE Conversions

5.5.1 In every state within which BellSouth operates, Nexus's existing network transport element combinations may be converted to UNEs, if requested. These combinations may not be connected to tariffed services.

5.5.2 Rates

5.5.3 The rates for the Conversion of Currently Combined Combinations which replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for that combination and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.4 The rates for the Conversion of Currently Combined Combinations which do not replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for the stand-alone network elements and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.5 To the extent BellSouth has not developed methods and procedures to provide any specific combination of network elements requested by Nexus, whether or not Currently Combined, such methods and procedures shall be established pursuant to the BFR/NBR process.

## 5.6 Special Access Service to UNE Conversions

5.6.1 In every state within which BellSouth operates, Nexus may not convert existing special access services to combinations of loop and transport network elements, whether or not Nexus self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Nexus 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 Nexus requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Nexus shall provide to BellSouth a certification that Nexus is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option Nexus seeks to qualify for conversion of special access circuits. Nexus shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.6.1.1 **Option 1:** Nexus certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Nexus'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, Nexus is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service.

Nexus 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

5.6.1.2 **Option 2:** Nexus certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must terminate at Nexus'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

5.6.1.3 **Option 3:** Nexus certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Nexus 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.

5.6.2 In addition, there may be extraordinary circumstances where Nexus is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.6. In such case, Nexus may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon Nexus's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.6.3 BellSouth may, at its sole discretion, audit Nexus's records in order to verify compliance with the local usage option provided by Nexus pursuant to Section 5.6.1. The audit shall be conducted by a third party independent auditor, and Nexus 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, Nexus shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Nexus is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Nexus.

5.6.4 Nexus 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.

5.6.5 Rates

5.6.5.1 For a Special Access network element combination which replicates a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of the recurring charges for the combinations and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.6.5.2 For a Special Access network element combination which does not replicate a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of recurring charges of the stand-alone network elements and a conversion charge as set forth in Exhibit B of this Attachment.

## **5.7 UNE Port/Loop Combinations**

5.7.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.7.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

- 5.7.3 Except as set forth in section 5.7.6 below, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.
- 5.7.4 Left blank intentionally
- 5.7.5 Left blank intentionally
- 5.7.6 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.7.6.1 BellSouth shall not be required to provide local 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 Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Nexus if Nexus's customer has 4 or more DS0 equivalent lines.
- 5.7.6.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 5.7.7 BellSouth shall make 911 updates in the BellSouth 911 database for Nexus's UNE port/loop combinations. BellSouth will not bill Nexus for 911 surcharges. Nexus is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.7.8 Combination Offerings
- 5.7.8.1 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.
- 5.7.8.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7.8.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.7.8.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7.8.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7.8.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7.8.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7.8.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## **6 Transport, Channelization and Dark Fiber**

### **6.1 Transport**

- 6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Nexus for the provision of a telecommunications service. Interoffice transmission facility network elements include:
  - 6.1.1.1 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 Nexus.
  - 6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
  - 6.1.1.3 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. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
- 6.1.2 BellSouth shall:

- 6.1.2.1 Provide Nexus 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;
- 6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;
- 6.1.2.3 Permit, to the extent technically feasible, Nexus to connect such interoffice facilities to equipment designated by Nexus, including but not limited to, Nexus's collocated facilities; and
- 6.1.2.4 Permit, to the extent technically feasible, Nexus to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 **Technical Requirements of Common (Shared) Transport**
  - 6.1.3.1 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 applicable industry standards.
  - 6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
  - 6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
  - 6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.
- 6.2 **Dedicated Transport**
  - 6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:
    - 6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between Nexus's Point of Presence ("POP") and Nexus's collocation space in the BellSouth Serving Wire Center for Nexus's POP, and
    - 6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

- 6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:
  - 6.2.1.3.1 As capacity on a shared UNE facility.
  - 6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Nexus.
- 6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.
- 6.2.2 Technical Requirements
  - 6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Nexus designated traffic.
  - 6.2.2.2 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 applicable industry standards.
  - 6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.
  - 6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
    - 6.2.2.4.1 DS0 Equivalent;
    - 6.2.2.4.2 DS1;
    - 6.2.2.4.3 DS3; and
    - 6.2.2.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
  - 6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Nexus shall specify the termination points for Dedicated Transport.
  - 6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
  - 6.2.2.7 BellSouth Technical References:
    - 6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.2.7.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.

6.2.2.7.3 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

### 6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization 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, Nexus may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems and COCIs:

6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.

6.3.2.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.2.3 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.2.4 Voice Grade, Digital Data and ISDN can be activated on a DS1 Channelization System through the use of a COCI.

6.3.2.5 Data COCI, which can be activated on a DS1 Channelization System.

6.3.2.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Nexus's channelization equipment must adhere strictly to form and protocol standards. Nexus must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.3.2 DS0 to DS1 Channelization

- 6.3.3.2.1 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.
- 6.3.3.3 DS1 to DS3 Channelization
  - 6.3.3.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.3.3.4 DS1 to STS Channelization
  - 6.3.3.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.
- 6.4 **Dark Fiber Transport**
  - 6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Transport is offered in two configurations: Interoffice Channel, between Nexus's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel, from Nexus's POP to Nexus's collocation arrangement in the POP serving wire center. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Nexus to utilize Dark Fiber Transport.
  - 6.4.2 Requirements
    - 6.4.2.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
    - 6.4.2.2 Nexus is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.2.3 BellSouth shall use its best efforts to provide to Nexus information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Nexus. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.2.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Nexus within twenty (20) business days after Nexus submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Nexus to connect Nexus provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

## **7 BellSouth Switched Access (“SWA”) 8XX Toll Free Dialing Ten Digit Screening Service**

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (“8XX SCP Database”) is a Signaling control Point (“SCP”) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (“SSP”) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (“8XX TFD Service”) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Nexus’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Nexus.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

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

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Nexus must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB 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.

8.2 Technical Requirements

- 8.2.1 BellSouth will offer to Nexus any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.2 BellSouth shall process Nexus's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Nexus what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.3 Within two (2) weeks after a request by Nexus, BellSouth shall provide Nexus with a list of the customer data items, which Nexus 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.
- 8.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.7 All additions, updates and deletions of Nexus data to the LIDB shall be solely at the direction of Nexus. Such direction from Nexus will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.8 BellSouth shall provide priority updates to LIDB for Nexus data upon Nexus'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.
- 8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Nexus customer records will be missing from LIDB, as measured by Nexus audits. BellSouth will audit Nexus records in LIDB against DBAS to identify record mismatches and provide this data to a designated Nexus contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Nexus within one business day of audit. Once reconciled records are received back from Nexus, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Nexus to negotiate a time frame for the updates, not to exceed three business days.

- 8.2.10 BellSouth shall perform backup and recovery of all of Nexus'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.
- 8.2.11 BellSouth shall provide Nexus with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Nexus and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of Nexus 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 Nexus in writing.
- 8.2.13 BellSouth shall provide Nexus performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Nexus at least at parity with BellSouth Customer Data. BellSouth shall obtain from Nexus the screening information associated with LIDB Data Screening of Nexus data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Nexus under the BFR/NBR process as set forth in Attachment 12.
- 8.2.14 BellSouth shall accept queries to LIDB associated with Nexus customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
- 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

- 8.3.5 The application of the LIDB rates contained in Exhibit B to this Attachment will be based on a Percent CLEC LIDB Usage (“PCLU”) factor. Nexus shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Nexus shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide, as it is amended from time to time.

## **9 Signaling**

- 9.1 BellSouth shall offer access to signaling and access to BellSouth’s signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

### **9.2 Signaling Link Transport**

- 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Nexus-designated Signaling Points of Interconnection that provide appropriate physical diversity.

#### **9.2.2 Technical Requirements**

- 9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.2.3.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.2.3.2 As a “B-link” Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

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

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

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

9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- 9.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.2.4.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.2.5 Interface Requirements
- 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Nexus's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.3 **Signaling Transfer Points (STPs)**
- 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.3.2 Technical Requirements
- 9.3.2.1 Signaling Transfer Points shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Points also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
- 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This 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., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Nexus 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 Nexus 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.

- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Nexus 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 Nexus database, then Nexus agrees to provide BellSouth with the Destination Point Code for Nexus database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Nexus 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 may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 9.4 **SS7 Advanced Intelligent Network (AIN) Access**
- 9.4.1 When technically feasible and upon request by Nexus, SS7 AIN 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 Nexus's SS7 network to exchange TCAP queries and responses with a Nexus SCP.
- 9.4.2 SS7 AIN Access shall provide Nexus SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Nexus SS7 Networks. BellSouth shall offer SS7 AIN 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 Nexus SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 9.4.3 Interface Requirements

- 9.4.3.1 BellSouth shall provide the following STP options to connect Nexus or Nexus-designated local switching systems to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from Nexus local switching systems; and,
- 9.4.3.1.2 A B-link interface from Nexus local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element 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.
- 9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection 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.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.4 **Message Screening**
- 9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Nexus local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Nexus switching system has a valid signaling relationship.
- 9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Nexus local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Nexus switching system has a valid signaling relationship.
- 9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Nexus from any signaling point or network interconnected through BellSouth's SS7 network where the Nexus SCP has a valid signaling relationship.
- 9.5 **Service Control Points/Databases**
- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service

Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

- 9.5.2 A Service Control Point (SCP) is deployed in a 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.
- 9.5.3 Technical Requirements for SCPs/Databases
- 9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

## 9.6 **Local Number Portability Database**

- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

## 9.7 **SS7 Network Interconnection**

- 9.7.1 SS7 Network Interconnection is the interconnection of Nexus local signaling transfer point switches or Nexus local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Nexus local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Nexus or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.3 If traffic is routed based on dialed or translated digits between a Nexus 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

Nexus local signaling transfer point switches and BellSouth or other third-party local switch.

- 9.7.4 SS7 Network Interconnection shall provide:
  - 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI 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 Nexus local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Nexus local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 Interface Requirements
  - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect Nexus or Nexus-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
    - 9.7.9.1.1 A-link interface from Nexus local or tandem switching systems; and
    - 9.7.9.1.2 B-link interface from Nexus STPs.
  - 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of

interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

- 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection 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.
- 9.7.9.4 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.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from Nexus local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Nexus switching system has a valid signaling relationship.

## **10 Operator Services (Operator Call Processing and Directory Assistance)**

- 10.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 10.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
  - 10.2.1 Process 0+ and 0- dialed local calls.
  - 10.2.2 Process 0+ and 0- intraLATA toll calls.
  - 10.2.3 Process calls that are billed to Nexus end user's calling card that can be validated by BellSouth.
  - 10.2.4 Process person-to-person calls.
  - 10.2.5 Process collect calls.
  - 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.
  - 10.2.7 Process station-to-station calls.
  - 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
  - 10.2.9 Process emergency call trace originated by Public Safety Answering Points.

- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing Nexus local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to Nexus that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Nexus.
- 10.2.15 Provide call records to Nexus in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.3 **Directory Assistance Service**
  - 10.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
  - 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Nexus's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
  - 10.3.3 **Directory Assistance Service Updates**
    - 10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
      - 10.3.3.1.1 New end user connections
      - 10.3.3.1.2 End user disconnections
      - 10.3.3.1.3 End user address changes
    - 10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4 **Branding for Operator Call Processing and Directory Assistance**

- 10.4.1 BellSouth's branding feature provides a definable announcement to Nexus end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Nexus to have its calls custom branded with Nexus's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.
- 10.4.2 BellSouth offers three branding offering options to Nexus when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 10.4.3 Upon receipt of the custom branding order from Nexus, the order is considered firm after ten business days. Should Nexus decide to cancel the order, written notification to <customer\_short\_name's> BellSouth Account Executive is required. If Nexus decides to cancel after ten business days from receipt of the custom branding order, Nexus shall pay all charges per the order.
- 10.4.4 **Selective Call Routing Using Line Class Codes (SCR-LCC)**
- 10.4.4.1 Where Nexus purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route Nexus's end user calls to that provider through Selective Call Routing.
- 10.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Nexus to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 10.4.4.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.4.4.4 Where available, Nexus specific and unique line class codes are programmed in each BellSouth end office switch where Nexus intends to serve end users with customized OCP/DA branding. The line class codes specifically identify Nexus's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Nexus intends to provide Nexus -branded OCP/DA to its end users in these multiple rate areas.
- 10.4.4.5 BellSouth Branding is the default branding offering.

- 10.4.4.6 SCR-LCC supporting Custom Branding and Self Branding require Nexus to order dedicated trunking from each BellSouth end office identified by Nexus, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Nexus Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.7 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Nexus to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 10.4.4.8 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.4.4.9 UNE Provider Branding via Originating Line Number Screening (OLNS)
- 10.4.4.10 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Nexus shall not be required to purchase dedicated trunking.
- 10.4.4.11 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Nexus must have its Operating Company Number (“OCN(s)”) and telephone numbers reside in BellSouth’s LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Nexus must submit a manual order form which requires, among other things, Nexus’s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Nexus shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Nexus’s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Nexus end users served by that TOPS will receive the Unbranded “no announcement” or the Custom Branded announcement.
- 10.4.4.12 BellSouth Branding is the default branding offering.

10.4.4.13 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Nexus applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Nexus shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where Nexus is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

#### 10.4.5 **Facilities Based Carrier Branding**

10.4.5.1 All Service Levels require Nexus 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.

10.4.5.2 Unbranding is the default branding offering.

10.4.5.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

10.4.5.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Nexus requires service.

10.4.5.5 Directory Assistance customized branding uses:

10.4.5.5.1 the recording of Nexus;

10.4.5.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.6 Operator Call Processing customized branding uses:

10.4.5.6.1 the recording of Nexus;

10.4.5.6.2 the loading on the DRAM in the TOPS Switch (North Carolina);

10.4.5.6.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

#### 10.5 **Directory Assistance Database Service (DADS)**

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Nexus end users. The term “end user” denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Nexus agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Nexus agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.
- 10.5.2 BellSouth shall initially provide Nexus with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from Nexus to prepare the Base File.
- 10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since Nexus’s previous update. Delivery of updates will commence immediately after Nexus receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Nexus mutually develop CONNECT: Direct™ electronic connectivity. Nexus will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.4 Nexus authorizes the inclusion of Nexus Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.
- 10.6 **Direct Access to Directory Assistance Service**
- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Nexus’s directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide Nexus with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to Nexus by BellSouth upon subscription to the service. Subscription to DADAS requires that Nexus utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

## **11 Automatic Location Identification/Data Management System (ALI/DMS)**

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (“PSAP”) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

### **11.2 Technical Requirements**

11.2.1 BellSouth shall provide Nexus access to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Nexus after Nexus provides end user information for input into the ALI/DMS database.

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Nexus requests otherwise and shall be updated if Nexus requests, provided Nexus supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

### **11.3 Interface Requirements**

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Nexus end users shall meet industry standards.

## **12 Calling Name (CNAM) Database Service**

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Nexus the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Nexus shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than

60 days prior to Nexus's access to BellSouth's CNAM Database Services and shall be addressed to Nexus's Local Contract Manager.

- 12.3 BellSouth's provision of CNAM Database Services to Nexus requires interconnection from Nexus to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Nexus shall provide its own CNAM SSP. Nexus's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If Nexus elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Nexus desires to query.
- 12.6 If Nexus queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by Nexus for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Nexus in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Nexus to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 Nexus CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Nexus the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 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 Nexus. 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.
- 13.3 BellSouth SCP shall partition and protect Nexus service logic and data from unauthorized access.
- 13.4 When Nexus selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Nexus to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 Nexus access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow Nexus to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

**14 Basic 911 and E911**

- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.2 Basic 911 Service Provisioning. BellSouth will provide to Nexus 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. Nexus 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. Nexus will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Nexus will be required to begin using E911 procedures.
- 14.3 E911 Service Provisioning. Nexus shall install a minimum of two dedicated trunks originating from the Nexus 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. Nexus will be required to provide BellSouth daily updates to the E911 database. Nexus 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, Nexus 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. Nexus 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.

- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Nexus beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to Nexus shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

## **15 Operational Support Systems (OSS)**

- 15.1 BellSouth has developed and made available the following electronic interfaces by which Nexus may submit LSRs electronically.
- |      |                                   |
|------|-----------------------------------|
| LENS | Local Exchange Navigation System  |
| EDI  | Electronic Data Interchange       |
| TAG  | Telecommunications Access Gateway |
- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.
- 15.3 Denial/Restoral OSS Charge

- 15.3.1 In the event Nexus provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
- 15.4 Cancellation OSS Charge
  - 15.4.1 Nexus will incur an OSS charge for an accepted LSR that is later canceled.
  - 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
  - 15.4.3 Network Elements and Other Services Manual Additive
  - 15.4.4 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

**EXHIBIT A****LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that Nexus creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by Nexus.
- C. Special billing number - a ten-digit number that identifies a billing account established by Nexus.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Nexus that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Nexus.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Nexus.

**II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Nexus and pursuant to which BellSouth, its LIDB customers and Nexus shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Nexus's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Nexus understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Nexus, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Nexus's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and

Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Nexus has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Nexus of fraud alerts so that Nexus may take action it deems appropriate.

### **III. Responsibilities of the Parties**

A. BellSouth will administer all data stored in the LIDB, including the data provided by Nexus pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Nexus for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Nexus's data from BellSouth's data, the following terms and conditions shall apply:

1. Nexus will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Nexus's End User accounts which are resident in LIDB pursuant to this Agreement. Nexus authorizes BellSouth to place such charges on Nexus's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.
2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. Nexus shall have the responsibility to render a billing statement to its End Users for these charges, but Nexus shall pay BellSouth for the charges billed regardless of whether Nexus collects from Nexus's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between Nexus and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Nexus. It shall be the responsibility of Nexus and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. **SPNP Arrangements**

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. Nexus will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Nexus. BellSouth will not issue line-based calling cards in the name of Nexus's individual End Users. In the event that Nexus wants to include calling card numbers assigned by Nexus in the BellSouth LIDB, a separate agreement is required.

**IV. Fees for Service and Taxes**

- A. Nexus will not be charged a fee for storage services provided by BellSouth to Nexus, as described in this LIDB Facilities Based Storage Agreement.

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Nexus in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>															
<b>OPERATIONAL SUPPORT SYSTEMS</b>															
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEK rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (KY)				SOMAN					0.99					
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEK		3.50								
<b>UNE SERVICE DATE ADVANCEMENT CHARGE</b>															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00								
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65		7.86			
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	46.88				7.86			
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16				7.86			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94				7.86			
	Engineering Information Document (EI)			UEANL	UEANM		13.49	13.49							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01							
<b>2-WIRE Unbundled COPPER LOOP</b>															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		I 1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65		7.86			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		I 2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65		7.86			
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		I 3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65		7.86			
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00							
	Engineering Information Document			UEQ			13.49	13.49							
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	46.88				7.86			
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16				7.86			
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43				7.86			
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65		7.86			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65		7.86			
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65		7.86			
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65		7.86			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65		7.86			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65		7.86			
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88		7.86			
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88		7.86			

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22							134.89	81.87	73.65	14.88				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67							134.89	81.87	73.65	14.88				7.86
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45							134.89	81.87	73.65	14.88				7.86
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22							134.89	81.87	73.65	14.88				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO								87.72	36.36						7.86
	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>																			
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26							164.11	112.36	78.91	18.66				7.86
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25							164.11	112.36	78.91	18.66				7.86
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06							164.11	112.36	78.91	18.66				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL								23.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO								87.72	36.36						7.86
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																			
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44							146.77	95.02	71.38	13.83				7.86
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08							146.77	95.02	71.38	13.83				7.86
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87							146.77	95.02	71.38	13.83				7.86
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL								23.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO								91.63	44.16						7.86
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																			
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	18.44							146.77	95.02	71.38	13.83				7.86
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	25.08							146.77	95.02	71.38	13.83				7.86
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	42.87							146.77	95.02	71.38	13.83				7.86
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO								91.63	44.16						7.86
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																			
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82							141.98	79.73	69.02	11.47				7.86
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79							141.98	79.73	69.02	11.47				7.86
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87							141.98	79.73	69.02	11.47				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL								23.01							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	10.82							121.18	69.00	69.09	11.54				7.86
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.79							121.18	69.00	69.09	11.54				7.86
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	12.87							121.18	69.00	69.09	11.54				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL								23.01							
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO								86.20	40.40						7.86
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																			
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75							151.54	89.29	69.09	11.54				7.86
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56							151.54	89.29	69.09	11.54				7.86
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61							151.54	89.29	69.09	11.54				7.86
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL								23.01							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75							130.74	78.56	69.09	11.54				7.86
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56							130.74	78.56	69.09	11.54				7.86



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	69.95														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	24.91														
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	36.94														
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	69.95														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48												
<b>4-WIRE COPPER LOOP</b>																				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92														
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36														
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92														
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36														
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	46.91														
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	45.78														
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	171.34														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	46.91														
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	45.78														
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	171.34														
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00												
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48												
<b>LOOP MODIFICATION</b>																				
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		9.24	9.24												
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		342.24	342.24												
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		9.24	9.24												
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		342.24	342.24												
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		10.47	10.47												







UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.23	16.59	16.50	8.42	8.37		7.86						
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																		
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00											
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00											
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00											
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																		
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00											
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00											
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00											
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00											
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00											
<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>																		
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.25												
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42		7.86						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.25												
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42		7.86						
<b>LOOP MAKE-UP</b>																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.40	23.40										
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.85	24.85										
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.67	0.67										
<b>HIGH FREQUENCY SPECTRUM</b>																		
<b>LINE SHARING</b>																		
<b>SPLITTERS-CENTRAL OFFICE BASED</b>																		
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	198.83	379.05	0.00	358.55	0.00		7.86						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	49.71	379.05	0.00	358.55	0.00		7.86						
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	16.94	377.71	0.00	357.29	0.00		7.86						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.62	0.00	100.40	0.00		7.86						
<b>END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING</b>																		
	Line Sharing - per Line Activation (BST Owned Splitter)			ULS	ULSDC	0.61	37.16	21.28	20.17	9.90		7.86						
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		32.90	16.43				7.86						
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		32.90	16.43				7.86						
	Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		7.86						
<b>LINE SPLITTING</b>																		
<b>END USER ORDERING-CENTRAL OFFICE BASED</b>																		
	Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61												
	Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87		7.86						
	Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87		7.86						
<b>REMOTE SITE HIGH FREQUENCY SPECTRUM</b>																		
<b>SPLITTERS-REMOTE SITE</b>																		
	Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	50.83	377.71	0.00	357.29	0.00		7.86						
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		74.38	0.00	46.77	0.00		7.86						







UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0309		24.68	23.68	12.14	10.95			7.86		
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619		24.88	23.82	12.77	11.46			7.86		
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80		41.94	30.51	14.76	11.84			7.86		
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59		51.29	39.87	19.41	16.49			7.86		
	Virtual collocation - DS1 Cross Connects			USL,UCL,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.48		44.23	31.98	12.81	11.57					
	Virtual collocation - DS3 Cross Connects			USL,UCL,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89		41.93	30.51	14.75	11.83					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC			535.55								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE			535.55								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA			1,524.45	980.01	267.02	267.02					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB			656.37	656.37	379.70	379.70					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC			9.65	9.65	11.84	11.84					
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD			4.52	4.52	5.54	5.54					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE			15.81	15.81	19.39	19.39					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF			169.63	169.63	154.85	154.85					
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX			33.98	21.53							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX			44.26	27.81							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX			54.54	34.09							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX			56.07	21.53							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM			73.23	27.81							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM			90.39	34.09							
<b>VIRTUAL COLLOCATION</b>																





UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.62	6.71	4.84			7.86					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17	7.86					
<b>4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84	7.86					
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84	7.86					
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84	7.86					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32	7.86					
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67	7.86					
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84			7.86					
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84	7.86					
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84	7.86					
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84	7.86					
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84			7.86					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17	7.86					
<b>4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84	7.86					
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84	7.86					
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84	7.86					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32	7.86					
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67	7.86					
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84			7.86					
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84	7.86					
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84	7.86					
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84	7.86					
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.32	6.71	4.84			7.86					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	11.17	11.17	7.86					
<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97	7.86					
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97	7.86					

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97							7.86
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.19																	
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	79.02							181.24	123.53	56.72	22.32							7.86
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC								8.98	8.98	11.17	11.17							7.86
<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																							
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97							7.86
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97							7.86
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97							7.86
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	4.09																	
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	966.89							350.56	141.58	48.00	23.39							7.86
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	158.20							115.48	56.53	15.12	5.30							7.86
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80							6.71	4.84									7.86
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	86.47							210.70	114.60	63.96	17.97							7.86
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	114.10							210.70	114.60	63.96	17.97							7.86
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76							210.70	114.60	63.96	17.97							7.86
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80							6.71	4.84									7.86
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC								8.98	8.98	11.17	11.17							7.86
<b>2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																							
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	12.67							125.22	60.48	59.69	7.84							7.86
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.45							125.22	60.48	59.69	7.84							7.86
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	33.22							125.22	60.48	59.69	7.84							7.86
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01																	
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	23.95							98.09	53.67	56.31	22.42							7.86
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC								8.98	8.98	11.17	11.17							7.86
<b>4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																							
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	29.26							125.22	60.48	59.69	7.84							7.86
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	34.25							125.22	60.48	59.69	7.84							7.86
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	85.06							125.22	60.48	59.69	7.84							7.86
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.01																	
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	21.28							98.09	53.67	56.31	22.42							7.86
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC								8.98	8.98	11.17	11.17							7.86
<b>DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																							
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.25																	



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	297.76							
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	11.80							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC			8.98	8.98	11.17	11.17		
<b>4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)</b>													
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	27.59							
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	32.48							
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	36.37							
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.01							
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	17.25							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC			8.98	8.98	11.17	11.17		
<b>4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)</b>													
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	27.59							
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	32.48							
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	36.37							
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.01							
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	17.25							
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC			8.98	8.98	11.17	11.17		
<b>ADDITIONAL NETWORK ELEMENTS</b>													
<b>When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.</b>													
<b>When used as ordinarily combined network elements in all states, the non-recurring charges apply and the Switch As Is Charge does not.</b>													
<b>Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)</b>													
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC			8.98	8.98	11.17	11.17		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC			8.98	8.98	11.17	11.17		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC			8.98	8.98	11.17	11.17		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC			8.98	8.98	11.17	11.17		
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC			8.98	8.98	11.17	11.17		
<b>NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months</b>													
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	18.57							
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	19.86							
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	40.46							
	Local Channel - Dedicated - DS1 Per Month Zone 2		2	UNC1X	ULDF1	43.39							
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	164.50							
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	8.74							
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	576.05							
	Local Channel - Dedicated - STS-1 - Per Mile per month			UNCSX	1L5NC	8.74							
	Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	543.24							
<b>MULTIPLEXERS</b>													
	Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	113.33							
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.32							



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.49	39.05	18.17	15.38	0.89		7.86						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89		7.86						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXM	1.49	39.05	18.17	15.38	0.89		7.86						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.49	39.05	18.17	15.38	0.89		7.86						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				7.86						
<b>FEATURES</b>																		
	All Available Vertical Features			UEPSP	UEPSE	UEPVF	0.00	0.00				7.86						
<b>EXCHANGE PORT RATES (COIN)</b>																		
	Exchange Ports - Coin Port					1.49	3.74	3.63	2.23	2.13		7.86						
<b>Local Switching Features offered with Port</b>																		
<b>NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</b>																		
<b>NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</b>																		
	Exchange port - 4-wire ISDN trunk port -all available features included				UEPEX	101.60	188.36	95.15	61.92	22.67		7.86						
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)</b>																		
<b>EXCHANGE PORT RATES</b>																		
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	10.51	92.18	15.82	52.16	5.30		7.86						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	74.77	164.86	77.74	60.69	3.86		7.86						
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	U1PMA	13.46	60.60	50.67	32.83	14.17	7.86						
	All Features Offered			UEPTX	UEPSX	UEPVF	0.00	0.00	0.00									
<b>NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</b>																		
<b>NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.</b>																		
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	U1UMA	0.00	0.00	0.00									
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	101.60	188.36	95.15	61.92	22.67		7.86						
<b>UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY</b>																		
<b>UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE</b>																		
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.49	3.74	3.63				7.86						
<b>Non-Recurring</b>																		
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10				7.86						
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10										
<b>UNBUNDLED REMOTE CALL FORWARDING - Bus</b>																		
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.49	3.74	3.63				7.86						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.49	3.74	3.63				7.86						
<b>Non-Recurring</b>																		
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10				7.86						
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10										
<b>UNBUNDLED LOCAL SWITCHING, PORT USAGE</b>																		
<b>End Office Switching (Port Usage)</b>																		
	End Office Switching Function, Per MOU						0.0011971											
	End Office Trunk Port - Shared, Per MOU						0.0002112											
<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																		

UNBUNDLED NETWORK ELEMENTS - Kentucky							Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Tandem Switching Function Per MOU					0.000194										
	Tandem Trunk Port - Shared, Per MOU					0.0002416										
	<b>Common Transport</b>															
	Common Transport - Per Mile, Per MOU					0.000003										
	Common Transport - Facilities Termination Per MOU					0.0007466										
<b>UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES</b>																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional nonrecurring charges may apply also and are categorized accordingly.																
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
<b>UNE Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59										
<b>2-Wire Voice Grade Line Port Rates (Res)</b>																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	21.29	15.49	2.85	2.67		7.86				
<b>FEATURES</b>																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				7.86				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				7.86				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				7.86				
<b>ADDITIONAL NRCs</b>																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				7.86				
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2-Wire VG Loop/Port Combo - Zone 1		1			10.79										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			31.74										
<b>UNE Loop Rates</b>																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59										
<b>2-Wire Voice Grade Line Port (Bus)</b>																
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice Grade unbundled Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67		7.86				
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67		7.86				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
<b>FEATURES</b>																

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	All Features Offered			UEPBX	UEPVF	0.00						7.86	
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>												
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				7.86	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				7.86	
	<b>ADDITIONAL NRCs</b>												
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				7.86	
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX) UNE Port/Loop Combination Rates</b>												
	2-Wire VG Loop/Port Combo - Zone 1		1									10.79	
	2-Wire VG Loop/Port Combo - Zone 2		2									15.52	
	2-Wire VG Loop/Port Combo - Zone 3		3									31.74	
	<b>UNE Loop Rates</b>												
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX							9.64	
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX							14.37	
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX							30.59	
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>												
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67		7.86	
	<b>LOCAL NUMBER PORTABILITY</b>												
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				7.86	
	<b>FEATURES</b>												
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				7.86	
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>												
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91				7.86	
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91				7.86	
	<b>ADDITIONAL NRCs</b>												
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				7.86	
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				7.86	
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX) UNE Port/Loop Combination Rates</b>												
	2-Wire VG Loop/Port Combo - Zone 1		1									10.79	
	2-Wire VG Loop/Port Combo - Zone 2		2									15.52	
	2-Wire VG Loop/Port Combo - Zone 3		3									31.74	
	<b>UNE Loop Rates</b>												
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX							9.64	
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX							14.37	
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX							30.59	
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>												
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	21.29	15.49	2.85	2.67		7.86	
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	21.29	15.49	2.85	2.67		7.86	
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	1.15	21.29	15.49	2.85	2.67		7.86	
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	1.15	21.29	15.49	2.85	2.67		7.86	

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port			UEPPX	UEPXH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	21.29	15.49	2.85	2.67		7.86			
	<b>LOCAL NUMBER PORTABILITY</b>														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	<b>FEATURES</b>														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				7.86			
	<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91				7.86			
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91				7.86			
	<b>ADDITIONAL NRCs</b>														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				7.86			
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86				7.86			
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT UNE Port/Loop Combination Rates</b>														
	2-Wire VG Coin Port/Loop Combo – Zone 1		1				10.79								
	2-Wire VG Coin Port/Loop Combo – Zone 2		2				15.52								
	2-Wire VG Coin Port/Loop Combo – Zone 3		3				31.74								
	<b>UNE Loop Rates</b>														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX		9.64								
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX		14.37								
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX		30.59								
	<b>2-Wire Voice Grade Line Ports (COIN)</b>														
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)			UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	21.29	15.49	2.85	2.67		7.86			
	<b>ADDITIONAL UNE COIN PORT/LOOP (RC)</b>														
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	21.29	15.49	2.85	2.67					
	<b>LOCAL NUMBER PORTABILITY</b>														
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35									
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>														



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00										
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00										
<b>USER TERMINAL PROFILE</b>																		
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00										
<b>VERTICAL FEATURES</b>																		
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00										
<b>INTEROFFICE CHANNEL MILEAGE</b>																		
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	29.12	47.34	31.78	22.77	8.75		7.86						
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.01	0.00	0.00				7.86						
<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>																		
<b>UNE Port/Loop Combination Rates</b>																		
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		170.06												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		197.70												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		381.35												
<b>UNE Loop Rates</b>																		
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	86.47						7.86						
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	114.10						7.86						
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	297.76						7.86						
<b>UNE Port Rate</b>																		
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	83.59	736.16	382.74	159.48	48.82		7.86						
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																		
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	81.70	1.37				7.86						
<b>ADDITIONAL NRCS</b>																		
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.54					7.86						
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71				7.86						
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.41	25.41				7.86						
<b>LOCAL NUMBER PORTABILITY</b>																		
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75												
<b>INTERFACE (Provisioning Only)</b>																		
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00										
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00										
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00										
<b>New or Additional "B" Channel</b>																		
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48					7.86						
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48					7.86						
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48					7.86						
<b>CALL TYPES</b>																		
	Inward			UEPPP	PR7C1	0.00	0.00	0.00										
	Outward			UEPPP	PR7C0	0.00	0.00	0.00										
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00										
<b>Interoffice Channel Mileage</b>																		
	Fixed Each Including First Mile			UEPPP	1LN1A	96.27	105.52	98.46	23.09	20.49		7.86						
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.23												
<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT</b>																		
<b>UNE Port/Loop Combination Rates</b>																		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		147.99												
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		175.62												
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		359.28												
<b>UNE Loop Rates</b>																		
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	86.47						7.86						
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	114.10						7.86						



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)					
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc
							First	Add'l	First	Add'l								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	222.32	0.00	0.00										
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	444.64	0.00	0.00										
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	666.96	0.00	0.00										
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	889.28	0.00	0.00										
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,111.60	0.00	0.00										
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,333.92	0.00	0.00										
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,778.56	0.00	0.00										
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,223.20	0.00	0.00										
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,667.84	0.00	0.00										
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,112.48	0.00	0.00										
<b>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System</b>																		
<b>A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.</b>																		
<b>Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.</b>																		
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	94.30	4.24										
<b>System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's</b>																		
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	718.89	469.86	149.83	17.77								
<b>Bipolar 8 Zero Substitution</b>																		
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	730.00										
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	730.00										
<b>Alternate Mark Inversion (AMI)</b>																		
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00										
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00										
<b>Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port</b>																		
<b>Exchange Ports</b>																		
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00								
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00								
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00								
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00								
<b>Feature Activations - Unbundled Loop Concentration</b>																		
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15								
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54								
<b>Telephone Number/ Group Establishment Charges for DID Service</b>																		
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00										
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00										
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00										
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00										
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00										
<b>Local Number Portability</b>																		
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00										
<b>FEATURES - Vertical and Optional</b>																		
<b>Local Switching Features Offered with Line Side Ports Only</b>																		
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00										
<b>Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.</b>																		
<b>These scenarios include:</b>																		
<b>BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.</b>																		
<b>2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.</b>																		
<b>The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).</b>																		
<b>BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.</b>																		



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.15									
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.15									
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.15									
	<b>Local Switching</b>														
	Centrex Intercom Functionality, per port			UEP91	URECS	0.8873									
	<b>Local Number Portability</b>														
	Local Number Portability (1 per port)			UEP91	LNPC	0.35									
	<b>Features</b>														
	All Standard Features Offered, per port			UEP91	UEPVF	0.00									
	All Select Features Offered, per port			UEP91	UEPV9	0.00									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00									
	<b>NARS</b>														
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00									
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00									
	Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00									
	<b>Miscellaneous Terminations</b>														
	<b>2-Wire Trunk Side</b>														
	Trunk Side Terminations, each			UEP91	CENA6	10.51									
	<b>Interoffice Channel Mileage - 2-Wire</b>														
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01									
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>														
	<b>D4 Channel Bank Feature Activations</b>														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62									
	Feature Activation on D-4 Channel Bank Tje Line/Trunk Loop Slot			UEP91	1PQWQ	0.62									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62									
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>														
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2										
	Conversion of Existing Centrex Common Block			UEP91	USACN										
	New Centrex Standard Common Block			UEP91	M1ACS	0.00									
	New Centrex Customized Common Block			UEP91	M1ACC	0.00									
	Secondary Block, per Block			UEP91	M2CC1	0.00									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00									
	<b>UNE-P CENTREX - 5ESS (Valid in All States)</b>														
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>														
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10.79									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		31.74									
	<b>UNE Port/Loop Combination Rates (Design)</b>														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.82									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.60									







UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.15														
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.15														
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.15														
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15														
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15														
	<b>Local Switching</b>																			
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873														
	<b>Local Number Portability</b>																			
	Local Number Portability (1 per port)			UEP9D	LNPC	0.35														
	<b>Features</b>																			
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00														
	All Select Features Offered, per port			UEP9D	UEPVS	0.00		405.66												
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00														
	<b>NARS</b>																			
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00		0.00	0.00											
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00		0.00	0.00											
	Unbundled Network Access Register - Outdial			UEP9D	UAROX	0.00		0.00	0.00											
	<b>Miscellaneous Terminations</b>																			
	<b>2-Wire Trunk Side</b>																			
	Trunk Side Terminations, each			UEP9D	CEND6	10.51		92.18	15.82	52.16	5.30									
	<b>4-Wire Digital (1.544 Megabits)</b>																			
	DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77		164.86	77.74	60.69	3.86									
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00		15.09												
	<b>Interoffice Channel Mileage - 2-Wire</b>																			
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	29.11														
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.01														
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>																			
	<b>D4 Channel Bank Feature Activations</b>																			
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62														
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62														
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62														
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62														
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62														
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62														
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																			
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2			0.102	0.102											
	Conversion of existing Centrex Common Block, each			UEP9D	USACN			18.95	8.32											
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00		669.80	78.32	111.05	13.27									
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00		669.80	78.32	111.05	13.27									

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.75					7.86			
	<b>UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS &amp; TN)</b>														
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>														
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.79									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		31.74									
	<b>UNE Port/Loop Combination Rates (Design)</b>														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.82									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.60									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		34.37									
	<b>UNE Loop Rate</b>														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64						7.86			
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37						7.86			
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45						7.86			
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22						7.86			
	<b>UNE Port Rate</b>														
	<b>AL, FL, KY, LA, MS, &amp; TN only</b>														
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP9E	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67		7.86			
	<b>AL, KY, LA, MS, &amp; TN Only</b>														
	2-Wire Voice Grade Port (Centrex )			UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67		7.86			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67		7.86			
	<b>Local Switching</b>														
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.8873						7.86			
	<b>Local Number Portability</b>														
	Local Number Portability (1 per port)			UEP9E	LNPCc	0.35						7.86			
	<b>Features</b>														
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						7.86			
	All Select Features Offered, per port			UEP9E	UEPVC	0.00	405.66					7.86			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						7.86			
	<b>NARS</b>														

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00								
	Unbundled Network Access Register - Initial			UEP9E	UARIX	0.00	0.00	0.00								
	Unbundled Network Access Register - Outdial			UEP9E	UAROx	0.00	0.00	0.00								
	<b>Miscellaneous Terminations</b>															
	<b>2-Wire Trunk Side</b>															
	Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30		7.86				
	<b>4-Wire Digital (1.544 Megabits)</b>															
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86		7.86				
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09					7.86				
	<b>Interoffice Channel Mileage - 2-Wire</b>															
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	29.11						7.86				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.01						7.86				
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>															
	<b>D4 Channel Bank Feature Activations</b>															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62						7.86				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62						7.86				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62						7.86				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62						7.86				
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62						7.86				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62						7.86				
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.102	0.102				7.86				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		18.95	8.32								
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.75					7.86				
	<b>UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, &amp; TN)</b>															
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>															
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		15.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		31.74										
	<b>UNE Port/Loop Combination Rates (Design)</b>															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		34.37										
	<b>UNE Loop Rate</b>															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22										
	<b>UNE Port Rate</b>															
	<b>AL, KY, LA, MS, &amp; TN only</b>															
	2-Wire Voice Grade Port (Centrex ) Basic Local Area			UEP93	UEPYA	1.15	21.29	15.49	2.85	2.67		7.86				



UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		18.95	8.32				7.86			
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	669.80	78.32	111.05	13.27		7.86			
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27		7.86			
	NAR Establishment Charge, Per Occasion			UEP93	URECA	0.00	72.75					7.86			
	<b>Note 1 - Required Port for Centrex Control in 1AESS, 5ESS &amp; EWSD</b>														
	<b>Note 2 - Requires Interoffice Channel Mileage</b>														
	<b>Note 3 - Requires Specific Customer Premises Equipment</b>														
	<b>Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.</b>														

**ATTACHMENT 3**  
**NETWORK INTERCONNECTION**

## TABLE OF CONTENTS

<b>1. GENERAL.....</b>	<b>3</b>
<b>2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT) .....</b>	<b>3</b>
<b>3. NETWORK INTERCONNECTION.....</b>	<b>4</b>
<b>4. INTERCONNECTION TRUNK GROUP ARCHITECTURES .....</b>	<b>6</b>
<b>5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION .....</b>	<b>13</b>
<b>6. LOCAL DIALING PARITY.....</b>	<b>16</b>
<b>7. INTERCONNECTION COMPENSATION .....</b>	<b>16</b>
<b>8. FRAME RELAY SERVICE INTERCONNECTION.....</b>	<b>22</b>
<b>9. ORDERING CHARGES .....</b>	<b>25</b>
<b>Rates</b>	<b>Exhibit A</b>
<b>Basic Architecture</b>	<b>Exhibit B</b>
<b>One Way Architecture</b>	<b>Exhibit C</b>
<b>Two Way Architecture</b>	<b>Exhibit D</b>
<b>Supergroup Architecture</b>	<b>Exhibit E</b>

## NETWORK INTERCONNECTION

### 1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

### 2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Nexus.

2.1.9 IntraLATA Toll Traffic is as defined in Section 7 of this Attachment.

2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.14 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.15 **Transit Traffic** is traffic originating on Nexus's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Nexus's network.

### **3. NETWORK INTERCONNECTION**

- 3.1 This Attachment pertains only to the provision of network interconnection where Nexus owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

### 3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

### 3.4 **Fiber Meet**

3.4.1 If Nexus elects to interconnect with BellSouth pursuant to a Fiber Meet, Nexus and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission

system. However, Nexus's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Nexus Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Nexus, BellSouth shall allow Nexus access to the fusion splice point for the Fiber Meet point for maintenance purposes on Nexus's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Nexus shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by Nexus. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

#### **4. INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and Nexus shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Nexus shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Nexus's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Nexus desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Nexus has established interconnection trunk groups, Nexus shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

- 4.2.1 Notwithstanding the forgoing, Nexus shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Nexus has homed (i.e. assigned) its NPA/NXXs. Nexus shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Nexus shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Nexus's NXX access tandem homing arrangement as specified by Nexus in the LERG.
- 4.4 Any Nexus interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Nexus from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Nexus to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Nexus are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local and IntraLATA TollTraffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Nexus shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Nexus is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Nexus's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project

is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

#### 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

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

##### 4.10.1 **BellSouth Access Tandem Interconnection**

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

##### 4.10.1.1 **Basic Architecture**

In the basic architecture, Nexus's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Nexus and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Nexus and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Nexus desires to exchange traffic. This trunk group also carries Nexus originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Nexus. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

##### 4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Nexus-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Nexus end-users. A two-way trunk group provides Intratandem Access for Nexus's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Nexus and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Nexus desires to exchange traffic. This trunk group also carries Nexus originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Nexus. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

#### 4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Nexus and BellSouth. In addition, a separate two-way transit trunk group must be established for Nexus's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Nexus and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Nexus desires to exchange traffic. This trunk group also carries Nexus originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Nexus. However, where Nexus is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

#### 4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Nexus's Transit Traffic are exchanged on a single

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

#### 4.10.1.5 Multiple Tandem Access Interconnection

4.10.1.5.1 Where Nexus does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Nexus may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Nexus must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Nexus's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Nexus must also establish an interconnection trunk group(s) at all BellSouth access tandems where Nexus NXXs are homed as described in Section 4.2.1 above. If Nexus does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Nexus can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Nexus's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to end-users served through those BellSouth access tandems where Nexus does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Nexus may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Nexus will be delivered to and from IXCs based on Nexus's NXX access tandem homing arrangement as specified by Nexus in the LERG.

- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.4 To the extent Nexus does not purchase MTA in a LATA served by multiple access tandems, Nexus must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Nexus routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Nexus shall pay BellSouth the associated MTA charges.
- 4.10.2 **Local Tandem Interconnection**
- 4.10.2.1 Local Tandem Interconnection arrangement allows Nexus to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Nexus-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Nexus must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Nexus may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Nexus may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Nexus does not choose to establish an interconnection trunk group(s). It is Nexus's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Nexus's codes. Likewise, Nexus shall obtain its routing information from the LERG.
- 4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Nexus must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Nexus has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Nexus has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

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

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Nexus's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Nexus to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If Nexus chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Nexus originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 Nexus may choose to perform its own Toll Free database queries from its switch. In such cases, Nexus will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Nexus will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Nexus will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Nexus shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Nexus will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Nexus's network but that are connected to BellSouth's access tandem.

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

## **5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Nexus chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the Nexus switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (“ANI”), originating line information (“OLI”) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and Nexus will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Nexus will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, Nexus shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth’s region. Upon receipt of Nexus’s forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Nexus-to-BellSouth one-way trunks (“Nexus Trunks”), BellSouth-to-Nexus one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Nexus location and BellSouth

location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.7.2 Once initial interconnection trunk forecasts have been developed, Nexus shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Nexus shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

## 5.8 **Trunk Utilization**

- 5.8.1 BellSouth and Nexus shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.
- 5.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify Nexus of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Nexus interface. Nexus will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Nexus expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Nexus to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Nexus. The

due date of these orders will be four weeks after Nexus was first notified in writing of the underutilization of the trunk groups.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

## **6. LOCAL DIALING PARITY**

- 6.1 BellSouth and Nexus shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

## **7. INTERCONNECTION COMPENSATION**

### **7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic**

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service (“EAS”) exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service tariff.
- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (“ISP”) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (“EAS”) exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC’s jurisdiction.
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC’s Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (“ISP Order on Remand”), BellSouth and Nexus agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Nexus that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Nexus further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Nexus that does not exceed a 3:1 ratio of

terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 7.1.4 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.4.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 7.1.5 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.6 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.8 If Nexus assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Nexus end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Nexus customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Nexus agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Nexus at BellSouth's switched access tariff rates.
- 7.2 If Nexus does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Nexus NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Nexus can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (“PLU”) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local and ISP-bound call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party’s option be utilized to determine the appropriate local usage compensation to be paid.

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

7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (“PIU”) factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth’s Intrastate Access Services Tariff will apply to Nexus. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and

PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

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

#### 7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Nexus will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

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

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to Nexus requires interconnection from Nexus to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Nexus shall

establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Nexus desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

## 7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth end user chooses Nexus as their presubscribed interexchange carrier, or if the BellSouth end user uses Nexus as an interexchange carrier on a 101XXXX basis, BellSouth will charge Nexus the appropriate BellSouth tariff charges for originating switched access services.

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

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

7.5.4.1 When Nexus's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth,

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

- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 Nexus agrees not to deliver switched access traffic to BellSouth for termination except over Nexus ordered switched access trunks and facilities.

## 7.6 **Transit Traffic**

- 7.6.1 BellSouth shall provide tandem switching and transport services for Nexus's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Nexus and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Nexus and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing

BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

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

## **8. FRAME RELAY SERVICE INTERCONNECTION**

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Nexus's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Nexus is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Nexus and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Nexus have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (“Local VC”).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (“InterLATA VC”).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Nexus may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth’s request, and within 90 days, if BellSouth notifies Nexus that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties’ respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Nexus will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth’s Interstate Access Tariff, FCC No. 1. Nexus will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Nexus’s PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Nexus will pay, the total non-recurring and recurring charges for the NNI port. Nexus will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Nexus’s PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber’s Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber’s premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

- 8.8 For the PVC segment between the Nexus and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Nexus orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Nexus Frame Relay switch, BellSouth will invoice, and Nexus will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Nexus Frame Relay switches. If the VC is a Local VC, Nexus will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Nexus for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Nexus subscriber's PVC segment and a PVC segment from the Nexus Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Nexus will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Nexus Frame Relay switches. If the VC is a Local VC, Nexus will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Nexus for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If Nexus requests a change, BellSouth will invoice and Nexus will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Nexus will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 Nexus will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

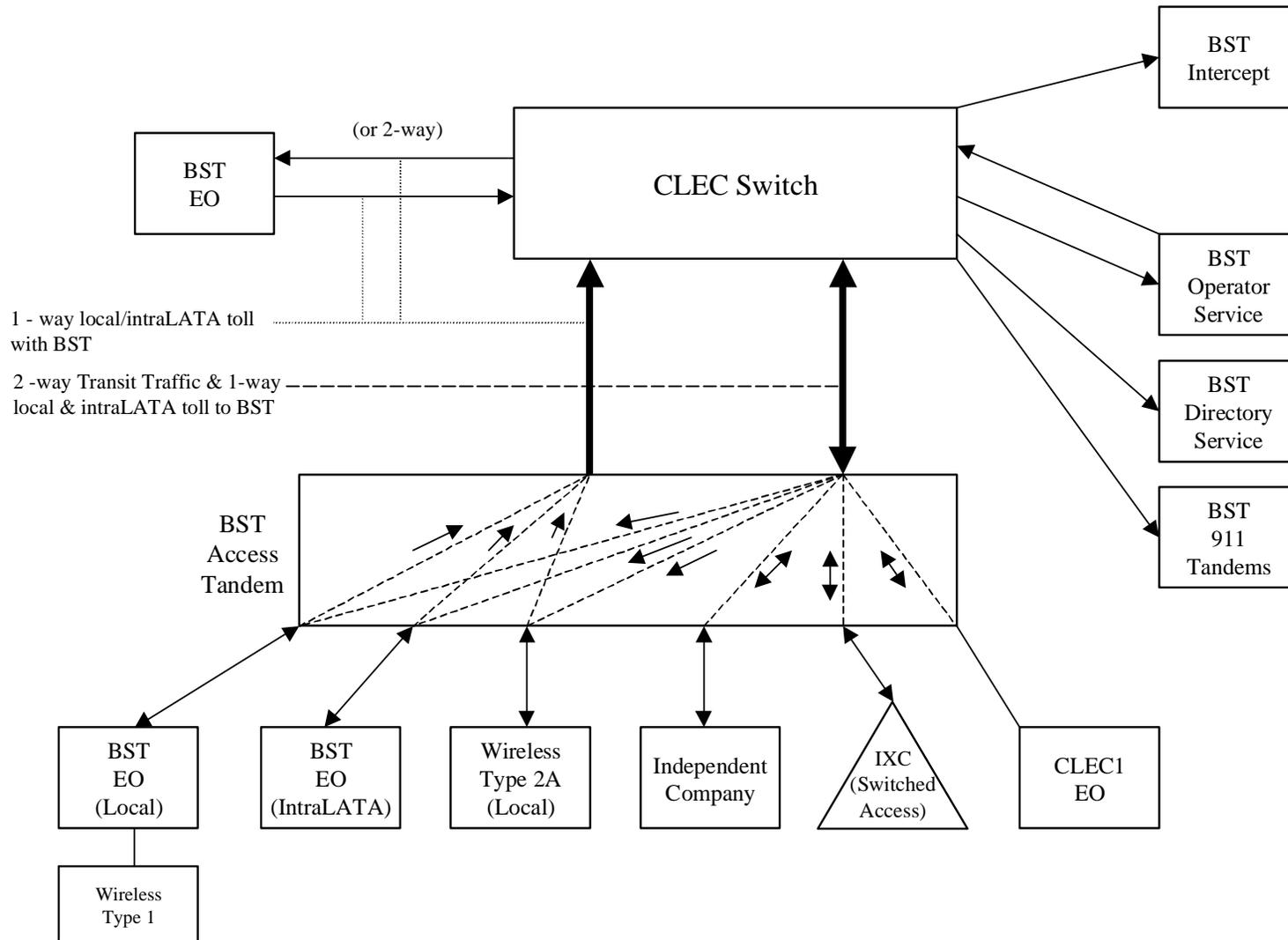
8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

**9. ORDERING CHARGES**

9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

# Basic Architecture



# One-Way Architecture

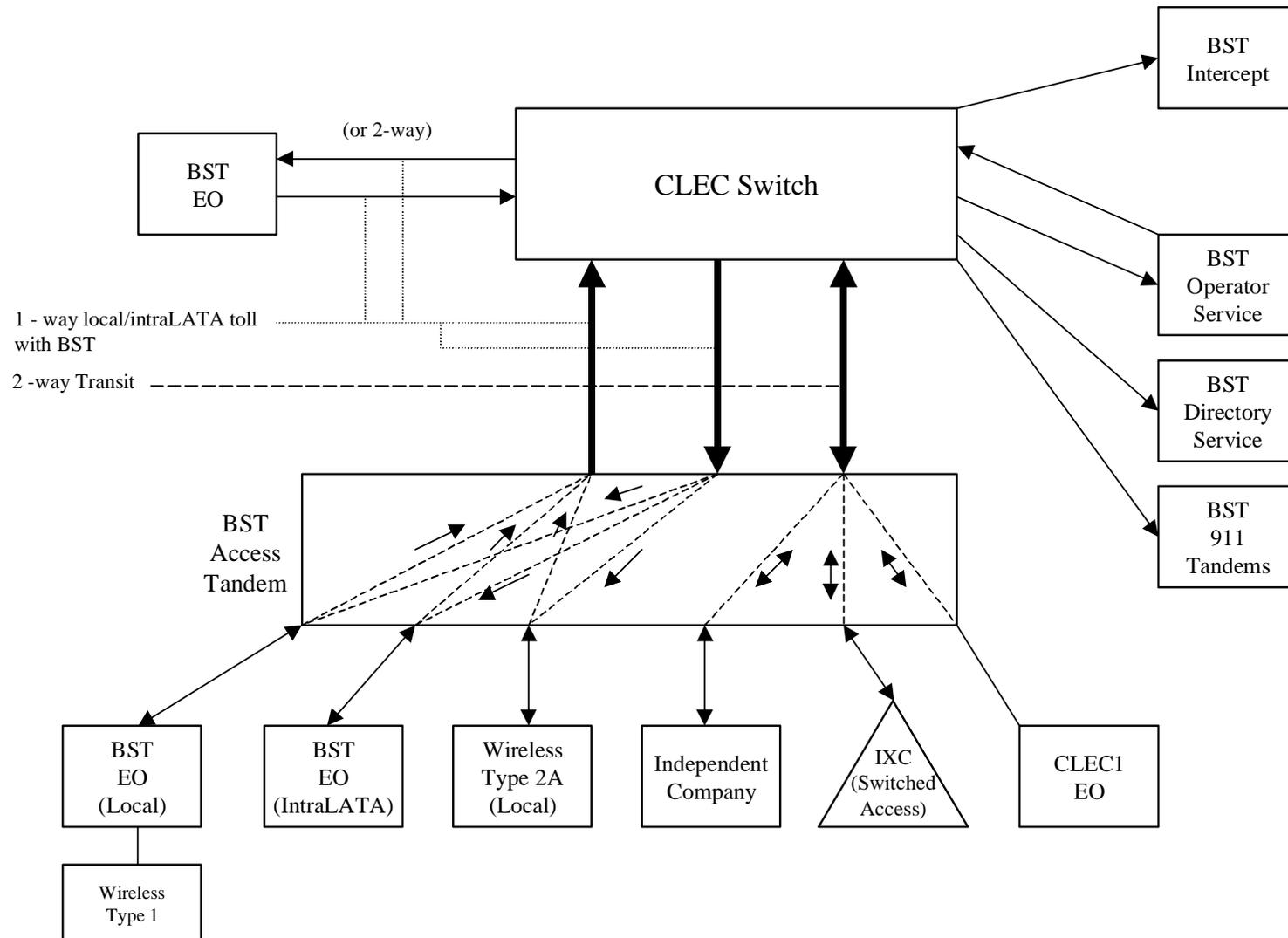


Exhibit D

# Two-Way Architecture

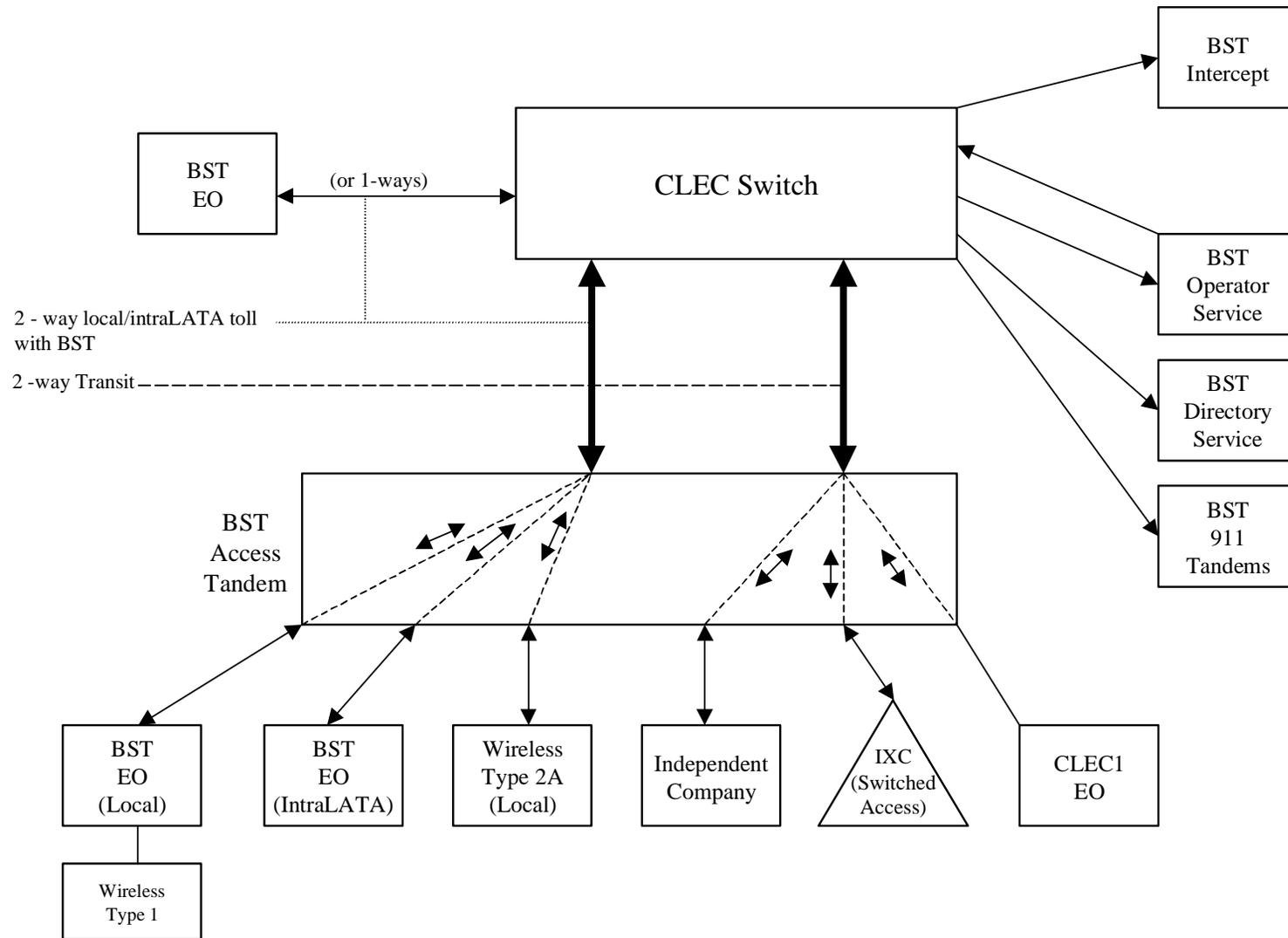
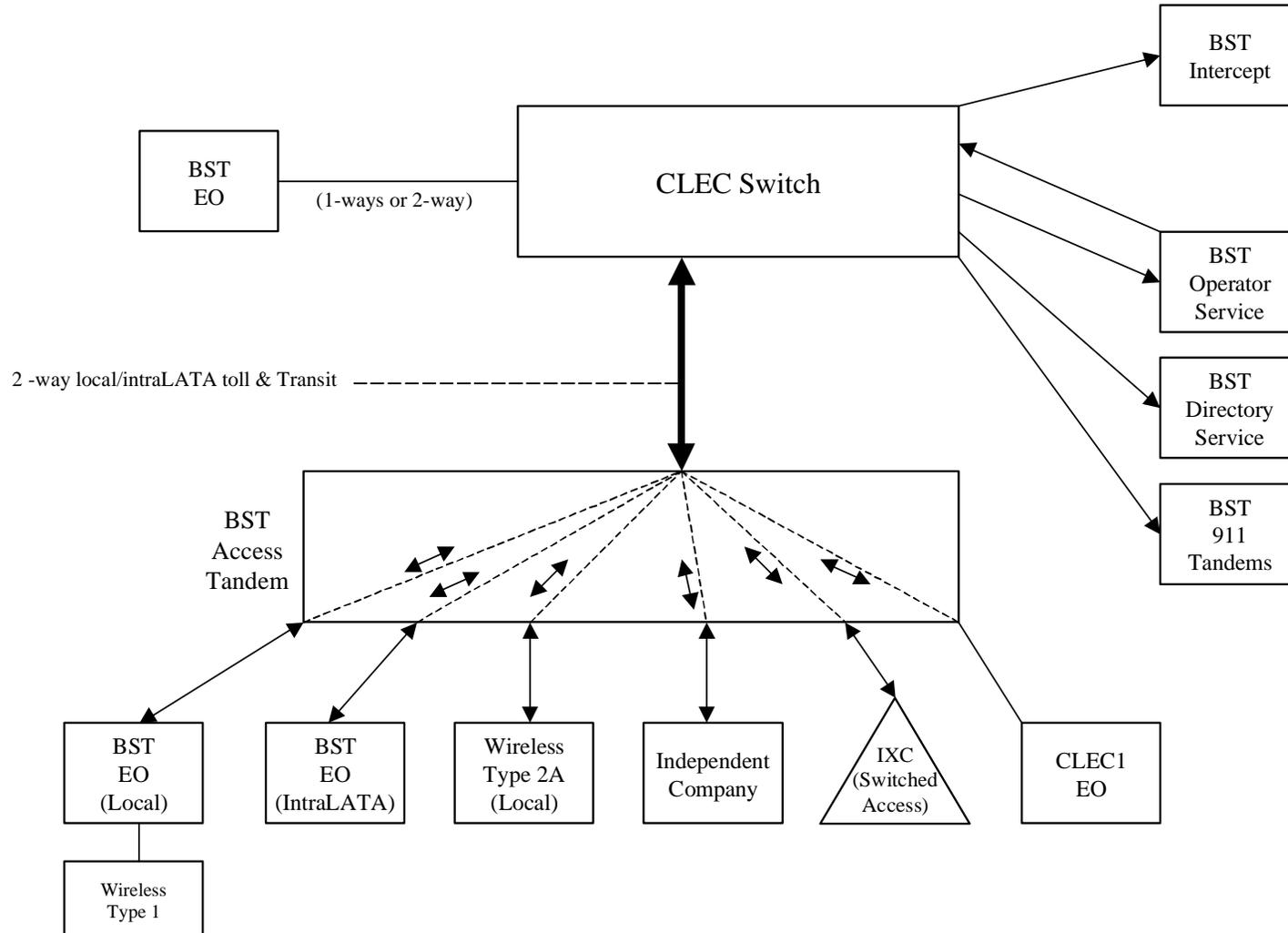


Exhibit E

# Supergroup Architecture



LOCAL INTERCONNECTION - Kentucky							Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.												
<b>TANDEM SWITCHING</b>												
	Tandem Switching Function Per MOU			OHD		0.0006772bk						
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772						
	Tandem Intermediary Charge, per MOU*			OHD		0.0015						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
<b>TRUNK CHARGE</b>												
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.09	57.12				
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00						
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00						
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00						
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00						
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
<b>COMMON TRANSPORT (Shared)</b>												
	Common Transport - Per Mile, Per MOU			OHD		0.0000030bk						
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466bk						
<b>LOCAL INTERCONNECTION (DEDICATED TRANSPORT)</b>												
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11	47.34	22.77				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	22.77				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	22.77				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23						
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	23.09				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	89.57				
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73		
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07		
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42		
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00					
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00					
<b>MULTIPLEXERS</b>												
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04		
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59		
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												

**Attachment 4**

**Physical Collocation**

**BELLSOUTH**  
**PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Nexus is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Nexus collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Nexus to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Nexus and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by Nexus may contemplate a request for space sufficient to accommodate Nexus’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by Nexus may contemplate a request for space sufficient to accommodate Nexus’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate Nexus's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Nexus's cost or materially delay Nexus's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service Nexus wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly

- reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Nexus will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. Nexus shall use the Collocation Space for the purposes of installing, maintaining and operating Nexus's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Nexus agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Space Availability Report. Upon request from Nexus, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from Nexus for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.

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

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow Nexus to collocate Nexus's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Nexus to have direct access to Nexus's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Nexus's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Nexus must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Nexus's expense, Nexus may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Nexus and Nexus's Certified Supplier must comply with the more stringent local building code requirements. Nexus's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Nexus and provide, at Nexus's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Nexus to obtain the zoning, permits and/or other licenses. Nexus's Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Nexus's Certified Supplier. Nexus must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Nexus's locked enclosure prior to notifying Nexus. Upon request, BellSouth shall construct the enclosure for Nexus.
- 3.2.1 BellSouth may elect to review Nexus's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Nexus indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Nexus has

indicated its desire to construct its own enclosure. If Nexus's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Nexus's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Nexus to remove or correct within seven (7) calendar days at Nexus's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. Nexus may allow other telecommunications carriers to share Nexus's caged collocation arrangement pursuant to terms and conditions agreed to by Nexus ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Nexus shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Nexus that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Nexus.
- 3.3.1 Nexus, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Nexus with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, Nexus shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of the Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be billed to the Host on the date that BellSouth provides its written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest

- pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Nexus shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Nexus's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Nexus and in conformance with BellSouth's design and construction specifications. Further, Nexus shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Nexus elect Adjacent Collocation, Nexus must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Nexus and Nexus's Certified Supplier must comply with the more stringent local building code requirements. Nexus's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Nexus's Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Nexus's Certified Supplier. Nexus must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Nexus's locked enclosure prior to notifying Nexus.
- 3.4.2 Nexus must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Nexus's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Nexus to remove or correct within seven (7) calendar days at Nexus's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 Nexus shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At

- Nexus's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Nexus's Certified Supplier shall be responsible, at Nexus's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Nexus to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both Nexus's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Nexus use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Nexus must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Nexus. Such connections to other carriers may be made using either optical or electrical facilities. Nexus may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Nexus may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Nexus is responsible for ensuring the integrity of the signal.
- 3.5.2 Nexus shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Nexus-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Nexus may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Nexus must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### 4. Occupancy

4.1 Occupancy. BellSouth will notify Nexus in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Nexus will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Nexus that the Collocation Space is ready for occupancy. In the event that Nexus fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Nexus. Billing will commence on the Space Ready Date or the date Nexus accepts the space ("Space Acceptance Date"), whichever is sooner. Nexus must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Nexus's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Nexus may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Nexus's right to occupy the Collocation Space in the event Nexus fails to comply with any provision of this Agreement including the payment of applicable fees.

Upon termination of occupancy, Nexus at its expense shall remove its equipment and other property from the Collocation Space. Nexus shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Nexus's Guests, unless Nexus's Guest has assumed responsibility for the Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Nexus shall continue payment of monthly fees to BellSouth until such date as Nexus, and if applicable Nexus's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Nexus or Nexus's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Nexus or Nexus's Guest(s), in any manner that BellSouth deems fit, at Nexus's expense and with no liability whatsoever for Nexus's property or Nexus's Guest(s)'s property. Upon termination of Nexus's right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and Nexus shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Nexus except for ordinary wear and tear, unless otherwise agreed to by the Parties. Nexus's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Nexus shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits,

power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

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

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

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

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

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

- 5.2 Nexus shall identify to BellSouth whenever Nexus submits a Method of Procedure (“MOP”) adding equipment to Nexus’s Collocation Space all entities that have an interest, secured and otherwise, in the equipment in Nexus’s Collocation Space.
- 5.3 Nexus shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 Nexus shall place a plaque or other identification affixed to Nexus’s equipment necessary to identify Nexus’s equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Nexus may elect to place Nexus-owned or Nexus-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Nexus will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Nexus will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Nexus’s equipment in the Collocation Space. In the event Nexus utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Nexus must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Nexus is responsible for maintenance of the entrance facilities. At Nexus’s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.5.1 Dual Entrance. BellSouth 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 Attachment, BellSouth shall provide Nexus with information regarding BellSouth’s capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Nexus’s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.5.2 Shared Use. Nexus may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Nexus’s collocation

- arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Nexus must arrange with BellSouth for BellSouth to splice the Nexus provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Nexus desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Nexus's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Nexus shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Nexus or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Nexus's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Nexus provided Point of Termination Bay (POT Bay) in a common area within the Premises. Nexus shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between Nexus's Collocation Space and the demarcation point. Nexus or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Nexus desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 Nexus's Equipment and Facilities. Nexus, or if required by this Attachment, Nexus's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Nexus which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Nexus and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Nexus at least forty-eight (48) hours before access to the Collocation Space is required. Nexus may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Nexus will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, Nexus shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Nexus agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of Nexus or Nexus'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 Nexus and returned to BellSouth Access Management within fifteen (15) calendar days of Nexus'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. Nexus agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Nexus's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Nexus or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Nexus's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Nexus. Nexus must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Nexus desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Nexus may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Nexus desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Nexus to access the Collocation Space accompanied by a security escort at Nexus's expense. Nexus must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. Nexus shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Nexus shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Nexus shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Nexus violates the provisions of this paragraph, BellSouth shall give written notice to Nexus, which notice shall direct Nexus to cure the violation within forty-eight (48) hours of Nexus's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Nexus fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Nexus's equipment. BellSouth will endeavor, but is not required, to provide notice to Nexus prior to taking such action and shall have no liability to Nexus for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly 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 Nexus fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Nexus or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Nexus 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.

- 5.12 Personalty and its Removal. Facilities and equipment placed by Nexus 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 Nexus at any time. Any damage caused to the Collocation Space by Nexus's employees, agents or representatives during the removal of such property shall be promptly repaired by Nexus at its expense.
- 5.12.1 If Nexus decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill Nexus an Administrative Only Application Fee as set forth in Exhibit C for these charges. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall Nexus or any person acting on behalf of Nexus make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Nexus. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. Nexus shall be responsible for the general upkeep of the Collocation Space. Nexus shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Nexus and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Nexus or Nexus's Guest(s) initial equipment placement, Nexus shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

- 6.3 Subsequent Application. In the event Nexus or Nexus's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Nexus shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Nexus 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.
- 6.3.1 Subsequent Application Fee. The application fee paid by Nexus for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If Nexus has previously requested and received a Space Availability Report for the Premises, Nexus may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can-not accommodate the Nexus's preference(s), Nexus may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Nexus of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Nexus or differently configured, Nexus must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for

- the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Nexus or differently configured, Nexus must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Nexus of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Nexus or differently configured, Nexus must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies Nexus that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Nexus that BellSouth has no available space in the requested Premises, BellSouth will allow Nexus, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Nexus to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly

- known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Nexus must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Nexus has originally requested caged Collocation Space and cageless Collocation Space becomes available, Nexus may refuse such space and notify BellSouth in writing within that time that Nexus wants to maintain its place on the waiting list without accepting such space. Nexus may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Nexus does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Nexus from the waiting list. Upon request, BellSouth will advise Nexus as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.

- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based upon standardized pricing provided that Nexus has given BellSouth a forecast of Nexus's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by Nexus the interval for an Application Response will be thirty (30) calendar days.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Nexus to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Nexus submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia, Kentucky, Mississippi and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Nexus or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge Nexus an additional application fee. The fee for an application modification where the modification requested has limited

effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require Nexus to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

6.12 **Bona Fide Firm Order.**

- 6.12.1 In Kentucky and North Carolina, Nexus shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when Nexus has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to Nexus’s Bona Fide application in order to receive the intervals set forth in Section 7. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to Nexus’s Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the BFFO is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Nexus shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to Nexus’s Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Nexus’s BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

**7. Construction and Provisioning**

7.1 **Construction and Provisioning Intervals**

- 7.1.1 In North Carolina, BellSouth 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, BellSouth 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 BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Nexus submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Nexus 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 Nexus 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. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Nexus 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. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, Nexus must submit to BellSouth the CLEC Collocation Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving 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.
- 7.1.2 In Alabama, BellSouth will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a BFFO (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to Nexus. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to the Collocation Space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Nexus cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.4 In Georgia, Kentucky, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a BFFO for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a BFFO. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a BFFO, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a BFFO when there is conditioned space and Nexus installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a BFFO, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Nexus or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and Nexus will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Nexus during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Nexus will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Nexus that the Collocation Space is ready for occupancy (Space Ready Date). In the event that Nexus fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Nexus. BellSouth will correct any deviations to Nexus'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.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Nexus prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which Nexus has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to Nexus prior to the Provisioning Interval for

those Premises in which Nexus has a physical collocation arrangement with a POT bay provided by Nexus prior to 6/1/99 or a virtual collocation arrangement until Nexus provides BellSouth with the following information:

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

For virtual - a complete layout of Nexus's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Nexus's BellSouth Certified Supplier

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

- 7.5.1 BellSouth will bill Nexus a nonrecurring charge, as set forth in Exhibit C, each time Nexus requests a resend of its CFAs.
- 7.6 Use of BellSouth Certified Supplier. Nexus shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Nexus and Nexus's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Nexus must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Nexus with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Nexus's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Nexus upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Nexus or any supplier proposed by Nexus. All work performed by or for Nexus shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Nexus shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Nexus's Collocation Space. Upon request, BellSouth will provide Nexus with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment

- by Nexus. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, Nexus may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Nexus, such information will be provided to Nexus in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Nexus within one hundred eighty (180) calendar days of BellSouth's written denial of Nexus's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Nexus was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Nexus may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Nexus must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill Nexus an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.

- 7.10 Cancellation. If, at any time prior to space acceptance, Nexus cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Nexus cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Nexus for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Nexus, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or on the date Nexus accepts the space, whichever is first.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by Nexus’s current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Nexus. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. Nexus shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Nexus opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Nexus as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the Nexus’s BFFO.

- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Nexus shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Nexus shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Nexus's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Nexus shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for Nexus's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Nexus's option within the Premises.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Nexus's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Nexus's BellSouth Certified Supplier. Nexus is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Nexus's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Nexus must provide BellSouth a copy of the engineering power specification prior to the day on which Nexus's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Nexus's arrangement area. Nexus shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Nexus's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Nexus shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If Nexus elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Nexus's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Nexus's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Nexus's BellSouth Certified Supplier must also

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

- BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Nexus shall pay for such half-hour charges in the event Nexus fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of Nexus's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 Nexus shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Nexus shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Nexus's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Nexus may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Nexus to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.4 All policies purchased by Nexus shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Nexus's property has been removed from BellSouth's Premises, whichever period is longer. If Nexus fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Nexus.
- 9.5 Nexus 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. Nexus shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Nexus's insurance company. Nexus shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 Nexus must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Nexus's net worth exceeds five hundred million dollars (\$500,000,000), Nexus may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Nexus shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Nexus in the event that self-insurance status is not granted to Nexus. If BellSouth approves Nexus for self-insurance, Nexus shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Nexus's corporate officers. The ability to self-insure shall continue so long as the Nexus meets all of the requirements of this Section. If Nexus subsequently no longer satisfies this Section, Nexus is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Nexus to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

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

**11. Inspections**

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

**12. Security and Safety Requirements**

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

- 12.3 Nexus 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 Nexus's name. BellSouth reserves the right to remove from its Premises any employee of Nexus not possessing identification issued by Nexus or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Nexus shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Nexus shall be solely responsible for ensuring that any Guest of Nexus is in compliance with all subsections of this Section.
- 12.4 Nexus shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Nexus shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Nexus personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Nexus chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Nexus may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Nexus shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Nexus shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Nexus employee or agent hired by Nexus within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Nexus shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Nexus will disclose the nature of the convictions to BellSouth at that time. In the alternative, Nexus may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Nexus employees requiring access to a BellSouth Premises pursuant to this Attachment, Nexus shall furnish BellSouth, prior to an employee gaining such

access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Nexus shall promptly remove from BellSouth's Premises any employee of Nexus BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Nexus is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Nexus's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Nexus's Security contact of such interview. Nexus and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Nexus's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Nexus for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Nexus's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Nexus for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Nexus's employees, agents, or suppliers and where Nexus agrees, in good faith, with the results of such investigation. Nexus shall notify BellSouth in writing immediately in the event that Nexus discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. Nexus shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Nexus's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Nexus's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Nexus, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Nexus may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Nexus's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Nexus. Where allowed and where practical, Nexus may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Nexus shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Nexus's permitted use, until such Collocation Space is fully repaired and restored and Nexus's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Nexus has placed an Adjacent Arrangement pursuant to Section 3, Nexus shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

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

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

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

## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Nexus agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Nexus shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Nexus should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Nexus to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Nexus will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Nexus when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Nexus space with proper notification. BellSouth reserves the right to stop any Nexus work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used,

- stored or abandoned at the BellSouth Premises by Nexus are owned by Nexus. Nexus will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Nexus or different hazardous materials used by Nexus at BellSouth Premises. Nexus must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Nexus to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Nexus will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Nexus will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Nexus must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Nexus shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Nexus agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Nexus further agrees to cooperate with BellSouth to ensure that Nexus's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Nexus, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Nexus's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

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

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

### 3. DEFINITIONS

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

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

Version 2Q02: 05-31-02

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

#### **4. ACRONYMS**

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

**THREE MONTH CLEC COLLOCATION FORECAST**

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

DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0".

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

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

## **Attachment 4**

### **Remote Site Physical Collocation**

## BELLSOUTH

### REMOTE SITE PHYSICAL COLLOCATION

#### 1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Nexus is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to Nexus Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Nexus to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Nexus and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.

#### 1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by Nexus may contemplate a request for space sufficient to accommodate Nexus's growth within a two year period.

1.3.2 In the state of Florida, the number of racks/bays specified by Nexus may contemplate a request for space sufficient to accommodate Nexus's growth within an eighteen (18) month period.

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

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

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

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

## **2. Space Availability Report**

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

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

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

- 3.2 Caged. At Nexus's expense, Nexus may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Nexus's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Nexus and provide, at Nexus's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Nexus to obtain the zoning, permits and/or other licenses. Nexus's Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Nexus's Certified Supplier. Nexus must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Nexus's locked enclosure prior to notifying Nexus. Upon request, BellSouth shall construct the enclosure for Nexus.
- 3.2.1 BellSouth may elect to review Nexus's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Nexus indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Nexus has indicated their desire to construct their own enclosure. If Nexus's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Nexus's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Nexus to remove or correct within seven (7) calendar days at Nexus's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Nexus may allow other telecommunications carriers to share Nexus's Remote Collocation Space pursuant to terms and conditions agreed to by Nexus ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Nexus shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Nexus that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Nexus.
- 3.3.1 Nexus, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Nexus with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Nexus shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Nexus shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Nexus's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent

- Arrangement”) on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Nexus and in conformance with BellSouth’s design and construction specifications. Further, Nexus shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Nexus elect Adjacent Collocation, Nexus must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth’s guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth’s standard specification, Nexus and Nexus’s Certified Supplier must comply with local building code requirements. Nexus’s Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Nexus’s Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Nexus’s Certified Supplier. Nexus must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Nexus’s locked enclosure prior to notifying Nexus.
- 3.4.2 Nexus must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Nexus’s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth’s guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Nexus to remove or correct within seven (7) calendar days at Nexus’s expense any structure that does not meet these plans and specifications.
- 3.4.3 Nexus shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Nexus’s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Nexus’s Certified Supplier shall be responsible, at Nexus’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall

allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or access to BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Nexus to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both Nexus's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Nexus use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 Nexus must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Nexus. Such connections to other carriers may be made using either optical or electrical facilities. Nexus may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Nexus may not self-provision CCXC on any BellSouth distribution frame, P OT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Nexus is responsible for ensuring the integrity of the signal.

3.5.2 Nexus shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Nexus-provisioned CCXC shall utilize common cable support structure.

3.5.3 To order CCXCs Nexus must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this non-recurring fee on the date that BellSouth provides an Application Response.

#### 4. Occupancy

4.1 Occupancy. BellSouth will notify Nexus in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Nexus will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Nexus that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Nexus fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Nexus. Billing will commence

on the Space Ready Date or the date NexusNexus accepts the space (“Space Acceptance Date”), whichever is sooner. Nexus must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Nexus’s telecommunications equipment will be deemed operational when cross-connected to BellSouth’s network for the purpose of service provision.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, Nexus may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Nexus’s right to occupy the Remote Collocation Space in the event Nexus fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Nexus at its expense shall remove its equipment and other property from the Remote Collocation Space. Nexus shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Nexus’s Guests, unless Nexus’s Guest has assumed responsibility for the Remote Collocation Space housing the Guest’s equipment and executed the documentation required by BellSouth prior to such removal date. Nexus shall continue payment of monthly fees to BellSouth until such date as Nexus, and if applicable Nexus’s Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Nexus or Nexus’s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Nexus or Nexus’s Guest, in any manner that BellSouth deems fit, at Nexus’s expense and with no liability whatsoever for Nexus or Nexus’s Guest’s property. Upon termination of Nexus’s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Nexus shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Nexus except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Nexus’s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth’s records as required by BellSouth’s guidelines and specifications including but not limited to Record Drawings and ERMA Records. Nexus shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

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

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth’s network or for access to BellSouth’s unbundled network elements in the provision of telecommunications services, as the

- term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; 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, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Nexus's failure to comply with this Section.
- 5.1.2.1 All Nexus equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Nexus shall identify to BellSouth whenever Nexus submits a Method of Procedure ("MOP") adding equipment to Nexus's Remote Collocation Space all entities that have an interest, secured or otherwise, in the equipment in Nexus's Remote Collocation Space.
- 5.2 Nexus shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 Nexus shall place a plaque or other identification affixed to Nexus's equipment to identify Nexus's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Nexus may elect to place Nexus-owned or Nexus-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Nexus will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Nexus must contact BellSouth for instructions prior to placing the entrance facility cable. Nexus is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. Nexus may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Nexus's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If Nexus desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Nexus's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Nexus or its agent must perform all required maintenance to Nexus equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Nexus's Equipment and Facilities. Nexus, or if required by this Attachment, Nexus'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 Nexus which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Nexus and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, Nexus shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Nexus agrees to provide the name and social security number or date of birth or driver's license number of each

- employee, supplier, or agents of Nexus or Nexus'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 Nexus and returned to BellSouth Access Management within fifteen (15) calendar days of Nexus'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. Nexus agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Nexus's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Nexus or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Nexus's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Nexus. Nexus must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Nexus desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Nexus may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Nexus desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Nexus to access the Remote Collocation Space accompanied by a security escort at Nexus's expense. Nexus must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Nexus shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Nexus shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Nexus shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Nexus violates the provisions of this paragraph, BellSouth shall give written notice to Nexus, which notice shall direct Nexus to cure the violation within forty-eight (48) hours of Nexus's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to

- complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Nexus 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 BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Nexus's equipment. BellSouth will endeavor, but is not required, to provide notice to Nexus prior to taking such action and shall have no liability to Nexus for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Nexus fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Nexus or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Nexus shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Nexus in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Nexus at any time. Any damage caused to the Remote Collocation Space by Nexus's employees, agents or representatives shall be promptly repaired by Nexus at its expense.
- 5.11.1 If Nexus decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Nexus an Administrative Only Application Fee as set forth in Exhibit C for these charges. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

- 5.12 Alterations. In no case shall Nexus or any person acting on behalf of Nexus make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Nexus. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. Nexus shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Nexus shall be responsible for removing any Nexus debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Nexus and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For Nexus or Nexus's Guest(s) initial equipment placement, Nexus shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response.
- 6.3 Subsequent Application In the event Nexus or Nexus's Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, Nexus shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Nexus in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by Nexus for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. 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. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit Nexus to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Nexus of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Nexus of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Nexus or differently configured, Nexus must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Nexus or differently configured, Nexus must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Nexus of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Nexus or differently configured, Nexus must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the

- application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies Nexus that no space is available (“Denial of Application”), BellSouth will not assess an Application Fee. After notifying Nexus that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Nexus, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth’s affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Nexus to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Nexus must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Nexus has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Nexus may refuse such space and notify

BellSouth in writing within that time that Nexus wants to maintain its place on the waiting list without accepting such space. Nexus may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Nexus does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Nexus from the waiting list. Upon request, BellSouth will advise Nexus as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote based upon standardized pricing provided that Nexus has given BellSouth a forecast of Nexus's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by Nexus the interval for an Application Response will be thirty (30) calendar days.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Nexus to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the

- space preparation fees, as described in Section 8. When Nexus submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia, Kentucky, Mississippi and South Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Nexus or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Nexus a full application fee as set forth in Exhibit C. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Kentucky and North Carolina, Nexus shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Nexus has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Nexus's Bona Fide application. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Nexus's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in 7.1.1 will be

- extended day for day for each day after the fifth business day the BFFO is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Nexus shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Nexus's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Nexus's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## **7. Construction and Provisioning**

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

- 7.1.1 In North Carolina, BellSouth 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, BellSouth 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 BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Nexus submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Nexus 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 Nexus 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. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Nexus at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide Remote 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. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, Nexus must submit to BellSouth the CLEC Remote Site Collocation Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Nexus cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Alabama, Georgia, Kentucky, Mississippi and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions within a maximum of 90 calendar days from receipt of a BFFO, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Nexus or seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Nexus with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and Nexus will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Nexus during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Nexus will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Nexus that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Nexus fails to complete an acceptance walk through within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Nexus. BellSouth will correct any deviations to Nexus'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.
- 7.6 Use of BellSouth Certified Supplier. Nexus shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Nexus and Nexus's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Nexus must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Nexus with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Nexus's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Nexus upon successful completion of installation. The BellSouth Certified Supplier shall bill Nexus directly for all work performed for Nexus pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Nexus or any supplier proposed by Nexus. All work performed by or for Nexus shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Nexus shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Nexus's Remote Collocation Space. Upon request, BellSouth will provide Nexus with applicable tariffed service(s) to facilitate remote monitoring of collocated

equipment by Nexus. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Nexus may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Nexus, such information will be provided to Nexus in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Nexus within one hundred eighty 180 calendar days of BellSouth's written denial of Nexus's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Nexus was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Nexus may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Nexus must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill Nexus an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.

- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Nexus cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Nexus cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Nexus for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Nexus, 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 Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. Recurring charges begin on the Space Ready Date, or on the date Nexus accepts the space, whichever is first.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Nexus’s current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by Nexus. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Nexus’s equipment. Nexus shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for Nexus’s Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Nexus’s option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Nexus’s equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.

- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Nexus's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Nexus's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Nexus's option, Nexus may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever Nexus or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Nexus shall pay for such half-hour charges in the event Nexus fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## **9. Insurance**

- 9.1 Nexus shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Nexus shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Nexus's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Nexus may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Nexus to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Nexus shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of Nexus's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Nexus fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Nexus.
- 9.5 Nexus shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Nexus shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Nexus's insurance company. Nexus shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 Nexus must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Nexus's net worth exceeds five hundred million dollars (\$500,000,000), Nexus may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Nexus shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Nexus in the event that self-insurance status is not granted to Nexus. If BellSouth approves Nexus for self-

insurance, Nexus shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Nexus's corporate officers. The ability to self-insure shall continue so long as Nexus meets all of the requirements of this Section. If Nexus subsequently no longer satisfies this Section, Nexus is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

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

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

## **10. Mechanics Liens**

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

## **11. Inspections**

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

## **12. Security and Safety Requirements**

12.1 Unless otherwise specified, Nexus will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Nexus employee hired in the past five years being considered for work on the BellSouth Remote Site Location,

for the states/counties where the Nexus 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. Nexus shall not be required to perform this investigation if an affiliated company of Nexus has performed an investigation of the Nexus employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Nexus has performed a pre-employment statewide investigation of criminal history records of the Nexus employee for the states/counties where the Nexus employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Nexus will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Nexus shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Nexus's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Nexus not possessing identification issued by Nexus or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Nexus shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Nexus shall be solely responsible for ensuring that any Guest of Nexus is in compliance with all subsections of this Section 12.
- 12.4 Nexus shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Nexus shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Nexus personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Nexus chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Nexus may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Nexus shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Nexus shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth

- Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Nexus employee or agent hired by Nexus within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Nexus shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Nexus will disclose the nature of the convictions to BellSouth at that time. In the alternative, Nexus may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Nexus employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Nexus shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Nexus shall promptly remove from BellSouth's Remote Site Location any employee of Nexus BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Nexus is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Nexus's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Nexus's Security contact of such interview. Nexus and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Nexus's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Nexus for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Nexus's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Nexus for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Nexus's employees, agents, or suppliers and where Nexus agrees, in good faith, with the results of such investigation. Nexus shall notify BellSouth in writing immediately in the event that the Nexus discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote

- Site Location, any employee found to have violated the security and safety requirements of this section. Nexus shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

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

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Nexus's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Nexus's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Nexus, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Nexus may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Nexus's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Nexus. Where allowed and where practical, Nexus may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Nexus shall be entitled to an equitable abatement of rent and other

charges, depending upon the unsuitability of the Remote Collocation Space for Nexus's permitted use, until such Remote Collocation Space is fully repaired and restored and Nexus's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Nexus has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Nexus shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. Eminent Domain**

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

**15. Nonexclusivity**

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

## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Nexus agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Nexus shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Nexus should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Nexus to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Nexus will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Nexus when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Nexus space with proper notification. BellSouth reserves the right to stop any Nexus work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Nexus are owned by Nexus. Nexus will indemnify BellSouth for claims, lawsuits or damages to persons or

- property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Nexus or different hazardous materials used by Nexus at the BellSouth Remote Site Location. Nexus must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Nexus to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Nexus will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Nexus will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Nexus must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Nexus shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Nexus agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Nexus further agrees to cooperate with BellSouth to ensure that Nexus's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Nexus, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from Nexus's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li>   <li>• Std T&amp;C 450-B</li> <li>• (Contact ATCC Representative for copy of appropriate E/S M&amp;Ps.)</li>   <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li>   <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul> <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center:  AL, MS, TN, KY &amp; LA  (local area code) 557-6194  FL, GA, NC &amp; SC  (local area code) 780-2740</p>

### 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Version 2Q02: 05/31/02

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

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

#### **4. ACRONYMS**

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

**THREE-MONTH CLEC REMOTE SITE COLLOCATION FORECAST**

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

DATE \_\_\_\_\_

STATE	City	CLLI	# Bays	# Of 25 Pair Binder Groups At FDI	Entrance Facilities # Of Sheaths & # Of Fibers	Proposed Application Date	NOTES

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

**COLLOCATION - Kentucky**

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>PHYSICAL COLLOCATION</b>															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA	3,773.54	3,773.54	1.01	1.01						
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	3,145.35	3,145.35	1.01	1.01						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	742.12									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,206.07	1,206.07								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57									
	Physical Collocation - Cable Installation			CLO	PE1BD	1,729.11		45.16							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.99									
	Physical Collocation - Cable Support Structure			CLO	PE1PM	19.86									
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	8.06									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	399.50									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.44									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.88									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.32									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.68									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.48	44.23	31.98	12.81	11.57					
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83					
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84					
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49					
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97									
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14									

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10														
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79												
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64	15.64												
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74												
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29												
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29												
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67												
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113														
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23														
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60														
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23														
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57														
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50														
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.55													
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02											
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70											
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84										

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEC	SOMAN
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1														
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3														
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB														
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT														
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT														
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT														
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00													
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00													
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00													
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00													
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00													
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00													
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00													
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00													
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00													
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012													
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018													
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT	584.20													
<b>PHYSICAL COLLOCATION</b>																			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333													
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333													
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333													
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333													
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333													
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333													
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48													
<b>ADJACENT COLLOCATION</b>																			
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173													
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35													
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0258													
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0515													
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.37													
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	18.61													
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.15													
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.02													
	Adjacent Collocation - Application Fee			CLOAC	PE1JB														
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.44													
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.88													

COLLOCATION - Kentucky										Attachment: 4		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68									
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE</b>															
	Physical Collocation in the Remote Site - Application Fee			CLOAS	PE1RA		617.78		338.89						
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAS	PE1RB	219.67									
	Physical Collocation in the Remote Site - Security Access - Key			CLOAS	PE1RD		26.29								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAS	PE1SR		232.64								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAS	PE1RE		75.40								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOAS	PE1RR		233.42								
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT</b>															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLOAS	PE1RU		755.62	755.62							
<b>NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.</b>															

**ATTACHMENT 5**  
**ACCESS TO NUMBERS AND NUMBER PORTABILITY**

**TABLE OF CONTENTS**

**1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS..... 3**

**2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)..... 3**

**3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES..... 4**

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

### **1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS**

- 1.1 During the term of this Agreement, where Nexus is utilizing its own switch, Nexus shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Nexus will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to Nexus, BellSouth will provide Nexus with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Nexus acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Nexus acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Nexus return unused intermediate numbers to BellSouth. Nexus shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow Nexus to designate up to 100 intermediate telephone numbers per rate center for Nexus's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Nexus acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

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

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where Nexus subscribes to BellSouth's local switching, BellSouth shall bill and Nexus shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and Nexus will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Nexus.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and Nexus will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

### **3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES**

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

**Attachment 6**  
**Pre-Ordering, Ordering, Provisioning,**  
**Maintenance and Repair**

**TABLE OF CONTENTS**

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR ... 3

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS ..... 3

3. MISCELLANEOUS ..... 5

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

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

1.1 BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to Nexus that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering, 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 are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, 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)

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

1.2.2 To the extent Nexus requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Nexus, BellSouth will not assess Nexus additional charges beyond the rates and charges specified in this Agreement.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

2.1 BellSouth shall provide Nexus access to operations support systems ("OSS") functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of

Nexus to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Nexus's access and use of BellSouth's electronic interfaces are set forth at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com) and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. Nexus shall provide to BellSouth access to customer record information including circuit numbers associated with each telephone number where applicable. Nexus shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Nexus shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.
- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Nexus will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit Nexus's access to customer record information. If a BellSouth audit of Nexus's access to customer record information reveals that Nexus is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Nexus may take corrective action, including but not limited to suspending or terminating Nexus's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Nexus may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.4 Maintenance and Repair. Nexus may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides

several options for electronic trouble reporting. For exchange services, BellSouth will offer Nexus non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide Nexus an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of this Attachment. BellSouth and Nexus agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Nexus, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

### **3. MISCELLANEOUS**

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

3.2 Single Point of Contact. Nexus will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Nexus to provide services to its end users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Nexus and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be

entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Nexus to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify Nexus that such a request has been processed, but will not be required to notify Nexus in advance of such processing.

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

that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Nexus places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested in accordance with the transmission characteristics of the network elements or services requested, cancellation charges described in this Section shall not apply. Where Nexus places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Nexus may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Nexus elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Nexus, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

**Attachment 7**  
**Billing**

**TABLE OF CONTENTS**

**1. PAYMENT AND BILLING ARRANGEMENTS..... 3**

**2. BILLING DISPUTES..... 6**

**3. RAO HOSTING..... 7**

**4. OPTIONAL DAILY USAGE FILE ..... 10**

**5. ACCESS DAILY USAGE FILE ..... 13**

**Rates.....Exhibit A**

## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

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

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

- 1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, Nexus will provide the appropriate BellSouth local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.
- 1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of Nexus. Nexus shall make payment to BellSouth for all services billed. Payments made by Nexus to BellSouth as payment on account will be credited to Nexus's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Nexus and Nexus's customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Nexus will not include those taxes or fees from which Nexus is exempt. Nexus 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 Nexus.
- 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 charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges,

Nexus may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

- 1.7 Discontinuing Service to Nexus. The procedures for discontinuing service to Nexus are as follows:
  - 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Nexus of the rules and regulations of BellSouth's tariffs.
  - 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Nexus that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Nexus to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Nexus if payment is not received by the thirtieth day following the date of the initial notice.
  - 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 Nexus's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Nexus without further notice.
  - 1.7.5 Upon discontinuance of service on Nexus's account, service to Nexus's end users will be denied. BellSouth will reestablish service for Nexus upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Nexus is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after Nexus has been denied and no arrangements to reestablish service have been made consistent with this subsection, Nexus's service will be disconnected.
- 1.8 Deposit Policy. Nexus shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Nexus from its obligation to make complete and

timely payments of its bill. Nexus shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Nexus's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Nexus fails to remit to BellSouth any deposit requested pursuant to this Section, service to Nexus may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Nexus's account(s). In the event Nexus defaults on its account, service to Nexus will be terminated and any security deposits will be applied to Nexus's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Nexus, shall be forwarded to the individual and/or address provided by Nexus in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Nexus as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from Nexus to BellSouth's billing organization, a final notice of disconnection of services purchased by Nexus under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## **2. BILLING DISPUTES**

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Nexus shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

### **3. RAO HOSTING**

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Nexus by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 Nexus shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Nexus on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

- 3.4 Nexus must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Nexus must request that BellSouth establish a unique hosted RAO code for Nexus. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from Nexus that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Nexus shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Nexus.
- 3.7 All data received from Nexus that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from Nexus that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Nexus and will forward them to Nexus on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Nexus will be via CONNECT:Direct.
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Nexus for the purpose of data transmission. Where a dedicated line is required, Nexus will be responsible for ordering the circuit and coordinating the installation with BellSouth. Nexus is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on a individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Nexus. Additionally, all message toll charges associated with the use of the dial circuit by Nexus will be the responsibility of Nexus. Associated equipment on the BellSouth end, including a modem, will be negotiated on a individual case basis between the Parties. All equipment, including modems and software, that is required on the Nexus end for the purpose of data transmission will be the responsibility of Nexus.

- 3.11 All messages and related data exchanged between BellSouth and Nexus will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Nexus will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for Nexus to send data to BellSouth more than sixty (60) days past the message date(s), Nexus will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Nexus, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Nexus, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Nexus of the error. Nexus will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Nexus will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Nexus with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Nexus as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in

another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Nexus and the involved company(ies), unless that company is participating in NICS.

- 3.18.2 Both traffic that originates outside the BellSouth region by Nexus and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Nexus, is covered by CATS. Also covered is traffic that either is originated by or billed by Nexus, involves a company other than Nexus, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once Nexus is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Nexus. BellSouth will distribute copies of these reports to Nexus on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Nexus. BellSouth will distribute copies of these reports to Nexus on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by Nexus from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Nexus. BellSouth will remit the revenue billed by Nexus to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Nexus. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Nexus via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Nexus within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Nexus. BellSouth will remit the revenue billed by Nexus within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Nexus via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and Nexus agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

**4. OPTIONAL DAILY USAGE FILE**

- 4.1 Upon written request from Nexus, BellSouth will provide the Optional Daily Usage File (ODUF) service to Nexus pursuant to the terms and conditions set forth in this section.
- 4.2 Nexus shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Nexus customer.
- 4.4 Charges for the ODUF will appear on Nexus' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of Nexus will be the responsibility of Nexus. If, however, Nexus should encounter significant volumes of errored messages that prevent processing by Nexus within its systems, BellSouth will work with Nexus to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
  - 4.7.1 ODUF Messages to be Transmitted
    - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Nexus:
      - 4.7.1.1.1 Message recording for per use/per activation type services (examples:  
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
      - 4.7.1.1.2 Measured billable Local
      - 4.7.1.1.3 Directory Assistance messages
      - 4.7.1.1.4 IntraLATA Toll
      - 4.7.1.1.5 WATS and 800 Service
      - 4.7.1.1.6 N11
      - 4.7.1.1.7 Information Service Provider Messages
      - 4.7.1.1.8 Operator Services Messages
      - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollets (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Nexus.
- 4.7.1.4 In the event that Nexus detects a duplicate on ODUF they receive from BellSouth, Nexus will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
  - 4.7.2.1 ODUF will be distributed to Nexus via CONNECT:Direct or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (LRECL) of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
  - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Nexus for the purpose of data transmission as set forth in Section 3.10.1 above.
- 4.7.3 ODUF Packing Specifications
  - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
  - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Nexus which BellSouth RAO that is sending the message. BellSouth and Nexus will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Nexus and resend the data as appropriate.  
  
The data will be packed using ATIS EMI records.
- 4.7.4 ODUF Pack Rejection
  - 4.7.4.1 Nexus 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. Nexus will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Nexus by BellSouth.

4.7.5 ODUF Control Data

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

4.7.6 ODUF Testing

4.7.6.1 Upon request from Nexus, BellSouth shall send ODUF test files to Nexus. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Nexus set up a production (live) file. The live test may consist of Nexus's employees making test calls for the types of services Nexus requests on ODUF. These test calls are logged by Nexus, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**5. ACCESS DAILY USAGE FILE**

5.1 Upon written request from Nexus, BellSouth will provide the Access Daily Usage File (ADUF) service to Nexus pursuant to the terms and conditions set forth in this section.

5.2 Nexus shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Nexus has purchased from BellSouth

5.4 Charges for ADUF will appear on Nexus's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

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

5.6 ADUF Messages To Be Transmitted

- 5.6.1 The following messages recorded by BellSouth will be transmitted to Nexus:
  - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
  - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Nexus.
- 5.6.3 In the event that Nexus detects a duplicate on ADUF they receive from BellSouth, Nexus will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
  - 5.6.4.1 ADUF will be distributed to Nexus via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
    - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Nexus for the purpose of data transmission as set forth in Section 3.10.1 above.
- 5.6.5 ADUF Packing Specifications
  - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
  - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Nexus which BellSouth RAO is sending the message. BellSouth and Nexus will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Nexus and resend the data as appropriate.

The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
  - 5.6.6.1 Nexus 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. Nexus will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Nexus by BellSouth.

5.6.7 ADUF Control Data

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

5.6.8 ADUF Testing

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

ODUF/ADUF/EODUF/CMDS - Kentucky							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ODUF/ADUF/OEDUF/CMDS</b>																
<b>ACCESS DAILY USAGE FILE (ADUF)</b>																
	ADUF: Message Processing, per message				N/A	0.001857										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	ODUF: Recording, per message				N/A	0.0000136										
	ODUF: Message Processing, per message				N/A	0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372										
<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																
	EODUF: Message Processing, per message				N/A	0.235889										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

## **Attachment 8**

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

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

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

**ATTACHMENT 9**

**PERFORMANCE MEASUREMENTS**

## **PERFORMANCE MEASUREMENTS**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. At the request of the Tennessee Regulatory Authority (TRA), the following Regional Service Quality Measurements (SQM) plan is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues an Order pertaining to Performance Measurements, such Performance Measurements shall supersede the Regional SQM contained in the Agreement.

# **BellSouth Service Quality Measurement Plan (SQM)**

**Region Performance Metrics**

**Measurement Descriptions  
Version 0.06**

**Issue Date: June 4, 2002**

## Introduction

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

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

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

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

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

## Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

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

## Report Delivery Methods

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

**Document Number: RGN-V005-122101**

## Contents

<b>Section 1: Operations Support Systems (OSS)</b> .....	<b>1-1</b>
OSS-1: Average Response Time and Response Interval (Pre-Ordering/ Ordering) .....	1-1
OSS-2: Interface Availability (Pre-Ordering/Ordering) .....	1-5
OSS-3: Interface Availability (Maintenance & Repair) .....	1-7
OSS-4: Response Interval (Maintenance & Repair).....	1-9
PO-1: Loop Makeup - Response Time – Manual.....	1-11
PO-2: Loop Make Up - Response Time - Electronic .....	1-13
<b>Section 2: Ordering</b> .....	<b>2-1</b>
O-1: Acknowledgement Message Timeliness.....	2-1
O-2: Acknowledgement Message Completeness .....	2-3
O-3: Percent Flow-Through Service Requests (Summary) .....	2-4
O-4: Percent Flow-Through Service Requests (Detail) .....	2-6
O-5: Flow-Through Error Analysis .....	2-9
O-6: CLEC LSR Information .....	2-10
LSR Flow Through Matrix.....	2-11
O-7: Percent Rejected Service Requests.....	2-14
O-8: Reject Interval .....	2-16
O-9: Firm Order Confirmation Timeliness .....	2-19
O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual .....	2-22
O-11: Firm Order Confirmation and Reject Response Completeness .....	2-24
O-12: Speed of Answer in Ordering Center.....	2-26
O-13: LNP-Percent Rejected Service Requests .....	2-27
O-14: LNP-Reject Interval Distribution & Average Reject Interval.....	2-29
O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval.....	2-32
<b>Section 3: Provisioning</b> .....	<b>3-1</b>
P-1: Mean Held Order Interval & Distribution Intervals.....	3-1
P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices .....	3-3
P-3: Percent Missed Installation Appointments .....	3-5
P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution .....	3-8
P-5: Average Completion Notice Interval .....	3-11
P-6: % Completions/Attempts without Notice or < 24 hours Notice .....	3-13
P-7: Coordinated Customer Conversions Interval.....	3-15
P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval.....	3-17
P-7B: Coordinated Customer Conversions – Average Recovery Time .....	3-19
P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order .....	3-21
P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested.....	3-23
P-9: % Provisioning Troubles within 30 days of Service Order Completion.....	3-25
P-10: Total Service Order Cycle Time (TSOCT).....	3-28
P-11: Service Order Accuracy.....	3-30
P-12: LNP-Percent Missed Installation Appointments.....	3-32
P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution	

..... 3-34

P-14: LNP-Total Service Order Cycle Time (TSOCT)..... 3-36

**Section 4: Section 4: Maintenance & Repair.....4-1**

M&R-1: Missed Repair Appointments..... 4-1

M&R-2: Customer Trouble Report Rate ..... 4-3

M&R-3: Maintenance Average Duration ..... 4-5

M&R-4: Percent Repeat Troubles within 30 Days..... 4-7

M&R-5: Out of Service (OOS) > 24 Hours ..... 4-9

M&R-6: Average Answer Time – Repair Centers ..... 4-11

M&R-7: Mean Time To Notify CLEC of Network Outages..... 4-12

**Section 5: Billing.....5-1**

B-1: Invoice Accuracy ..... 5-1

B2: Mean Time to Deliver Invoices ..... 5-3

B3: Usage Data Delivery Accuracy..... 5-5

B4: Usage Data Delivery Completeness..... 5-6

B5: Usage Data Delivery Timeliness ..... 5-7

B6: Mean Time to Deliver Usage..... 5-8

B7: Recurring Charge Completeness..... 5-9

B8: Non-Recurring Charge Completeness..... 5-10

**Section 6: Operator Services And Directory Assistance .....6-1**

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll ..... 6-1

OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds - Toll..... 6-2

DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)..... 6-3

DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds - Directory Assistance (DA) ..... 6-4

**Section 7: Database Update Information.....7-1**

D-1: Average Database Update Interval..... 7-1

D-2: Percent Database Update Accuracy..... 7-3

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date ..... 7-5

**Section 8: E911 .....8-1**

E-1: Timeliness..... 8-1

E-2: Accuracy..... 8-2

E-3: Mean Interval..... 8-3

**Section 9: Trunk Group Performance.....9-1**

TGP-1: Trunk Group Performance-Aggregate ..... 9-1

TGP-2: Trunk Group Performance-CLEC Specific ..... 9-3

**Section 10: Collocation .....10-1**

C-1: Collocation Average Response Time..... 10-1

C-2: Collocation Average Arrangement Time ..... 10-2

C-3: Collocation Percent of Due Dates Missed..... 10-3

**Section 11: Change Management.....11-4**

CM-1: Timeliness of Change Management Notices ..... 11-4

CM-2: Change Management Notice Average Delay Days..... 11-5

CM-3: Timeliness of Documents Associated with Change .....	11-6
CM-4: Change Management Documentation Average Delay Days .....	11-7
CM-5: Notification of CLEC Interface Outages .....	11-8
<b>Section 12: Bona Fide / New Business Request Process .....</b>	<b>12-1</b>
BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days .....	12-1
BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days.....	12-2
<b>Appendix A: Reporting Scope.....</b>	<b>1</b>
A-1: Standard Service Groupings.....	1
A-2: Standard Service Order Activities .....	1
<b>Appendix B: Glossary of Acronyms and Terms.....</b>	<b>1</b>
<b>Appendix C: BellSouth Audit Policy.....</b>	<b>1</b>

# Section 1: Operations Support Systems (OSS)

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

### Definition

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

### Exclusions

None

### Business Rules

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

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

### Calculation

**Response Time** = (a - b)

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

**Average Response Time** = c / d

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

### Report Structure

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address.</li> </ul>	

<p>CLECs and BellSouth query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>ATLAS</b> (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.</li> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</li> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.</li> </ul>	
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**Table 1: Legacy System Access Times For RNS**

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

**Table 2: Legacy System Access Times For R0S**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

**Table 3: Legacy System Access Times For LENS**

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

**Table 4: Legacy System Access Times For TAG**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

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

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.</li> <li>• <b>ATLAS</b> (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.</li> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the</li> </ul>	<ul style="list-style-type: none"> <li>• Percent Response Received within 6.3 seconds: &gt; 95%</li> <li>• Parity + 2 seconds</li> </ul>

<p>Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.</li> </ul>	
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**SEEM OSS Legacy Systems**

System	BellSouth	CLEC
<b>Telephone Number/Address</b>		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
<b>Appointment Scheduling</b>		
DSAP	RNS, ROS	TAG, LENS
<b>CSR Data</b>		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
<b>Service/Feature Availability</b>		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

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

### Definition

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

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

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

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

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

### Calculation

$$\text{Interface Availability (Pre-Ordering/Ordering)} = (a / b) \times 100$$

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Regional Level</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 99.5%</li> </ul>

**OSS Interface Availability**

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

**SEEM OSS Interface Availability**

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

## OSS-3: Interface Availability (Maintenance & Repair)

### Definition

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

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

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

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

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

### Calculation

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

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

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

**OSS Interface Availability (M&R)**

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
<b>BellSouth &amp; CLEC</b>	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

**OSS Interface Availability (M&R)**

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

## OSS-4: Response Interval (Maintenance & Repair)

### Definition

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

### Exclusions

None

### Business Rules

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

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

### Calculation

**OSS Response Interval** = (a - b)

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

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

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

### Report Structure

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

**Legacy System Access Times for M&R**

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

## PO-1: Loop Makeup - Response Time – Manual

### Definition

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

### Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

### Business Rules

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

This measurement combines three intervals:

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

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

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

### Calculation

**Response Interval** = (a - b)

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

**Average Interval** = (c / d)

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

**Percent within interval** = (e / f) X 100

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

**Report Structure**

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  - 0 - <= 1 day
  - >1 - <= 2 days
  - >2 - <= 3 days
  - 0 - <= 3 days
  - >3 - <= 6 days
  - >6 - <= 10 days
  - > 10 days
- Average Interval in days

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

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

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

### Definition

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

### Exclusions

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

### Business Rules

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

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

### Calculation

**Response Interval** = (a - b)

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

**Average Interval** = (c / d)

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

**Percent within interval** = (e / f) X 100

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

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month	• Not Applicable

<ul style="list-style-type: none"> <li>• Legacy Contract</li> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>	
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 90% &lt;= 5 Minutes (05/01/01)</li> <li>• 95% &lt;= 1 Minute (08/01/01)</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loop</li> </ul>	<ul style="list-style-type: none"> <li>• 90% &lt;= 5 Minutes (05/01/01)</li> <li>• 95% &lt;= 1 Minute (08/01/01)</li> </ul>

## Section 2: Ordering

### O-1: Acknowledgement Message Timeliness

#### Definition

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

#### Exclusions

- Scheduled OSS Maintenance

#### Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

#### Calculation

**Response Interval** = (a - b)

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

**Average Response Interval** = (c / d)

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

#### Reporting Structure

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

#### Data Retained

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

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li>   <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• EDI                             <ul style="list-style-type: none"> <li>- 90% &lt;= 30 minutes (05/01/01)</li> <li>- 95% &lt;= 30 minutes (08/01/01)</li> </ul> </li> <li>• TAG – 95% &lt;= 30 minutes</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li>   <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• EDI                             <ul style="list-style-type: none"> <li>- 90% &lt;= 30 minutes (05/01/01)</li> <li>- 95% &lt;= 30 minutes (08/01/01)</li> </ul> </li> <li>• TAG – 95% &lt;= 30 minutes</li> </ul>

## O-2: Acknowledgement Message Completeness

### Definition

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

### Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

### Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the “Aggregator”, however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

### Calculation

$$\text{Acknowledgement Completeness} = (a / b) \times 100$$

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

### Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

**Note:** The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

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

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

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

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

### Definition

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

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

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

#### Definitions:

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

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

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

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

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

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

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

### Calculation

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

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

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

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

**Report Structure**

- CLEC Aggregate
  - Region

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>2</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark <sup>3</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>2</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

<sup>3</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

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

### Definition

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

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

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

#### Definitions:

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

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

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

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

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

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

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

### Calculation

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

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

**Percent Achieved Flow Through** = a / [b-(c+d+e)] X 100

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

**Report Structure**

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

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

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>4</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>4</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark <sup>5</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>5</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

## O-5: Flow-Through Error Analysis

### Definition

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

### Exclusions

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

### Business Rules

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

### Calculation

Total for each error type.

### Report Structure

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

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## O-6: CLEC LSR Information

### Definition

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

### Exclusions

- Fatal Rejects
- LSRs submitted manually

### Business Rules

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

### Calculation

Not Applicable

### Report Structure

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

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

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

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

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
ESSX	C	P	C,D,T,V,S,B,W,L .P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LEN <sup>4</sup>
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E,M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E,M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note<sup>1</sup>: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

**Note<sup>2</sup>:** The TAG column includes those LSRs submitted via Robo TAG.

**Note<sup>3</sup>:** For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Intentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

**Note<sup>4</sup>:** Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

**Note<sup>5</sup>:** EELs are manually ordered.

**Note<sup>6</sup>:** LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

## O-7: Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

### Business Rules

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

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

*Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.*

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

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

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

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

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

### Calculation

**Percent Rejected Service Requests** = (a / b) X 100

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

### Report Structure

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

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

## O-8: Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

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

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

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

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

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

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

- Scheduled OSS Maintenance

### Business Rules

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

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

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

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

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

### Calculation

**Reject Interval** = (a - b)

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

**Average Reject Interval** = (c / d)

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope

- State
- Region
- Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - >24 hours
- Non-mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - > 24 hours
- Trunks:
  - <= 4 days
  - >4 - <= 8 days
  - >8 - <= 12 days
  - >12 - <= 14 days
  - >14 - <= 20 days
  - >20 days

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex	• Mechanized: - 97% <= I Hour • Partially Mechanized: - 85% <= 24 hours - 85% <= 18 Hours (05/01/01)

<ul style="list-style-type: none"> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> <li>• UNE Other Design</li> </ul>	<ul style="list-style-type: none"> <li>- 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: - 85% &lt;= 24 hours</li> </ul>
<ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Trunks: - 85% &lt;= 4 Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Fully Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 97% &lt;= 1 Hour</li> </ul>
<ul style="list-style-type: none"> <li>• Partially Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
<ul style="list-style-type: none"> <li>• Non-Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> </ul>

## O-9: Firm Order Confirmation Timeliness

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

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

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

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

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

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

- Scheduled OSS Maintenance

### Business Rules

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

### Calculation

**Firm Order Confirmation Interval** = (a - b)

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

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

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

**Report Structure**

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours
- Trunks:
  - 0 - <= 5 days
  - >5 - <= 10 days
  - 0 - <= 10 days
  - >10 - <= 15 days
  - >15 - <= 20 days
  - >20 days

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale – Residence</li> <li>• Resale – Business</li> <li>• Resale – Design (Special)</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP( Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Design</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: - 95% &lt;= 3 Hours</li> <li>• Partially Mechanized:                             <ul style="list-style-type: none"> <li>- 85% &lt;= 24 Hours</li> <li>- 85% &lt;= 18 Hours (05/01/01)</li> <li>- 85% &lt;= 10 Hours (08/01/01)</li> </ul> </li> <li>• Non-mechanized: - 85% &lt;= 36 Hours</li> </ul>
<ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Trunks: - 95% &lt;= 10 Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% <= 3 Hours
• Partially Mechanized	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
• Non-Mechanized	• 85% <= 36 Hours
• IC Trunks	• 95% <= 10 Days

## O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual<sup>6</sup>

### Definition

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

### Exclusions

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

### Business Rules

This measurement combines four intervals:

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

### Calculation

**FOC Timeliness Interval** = (a - b)

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

**Average Interval** = (c / d)

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

**Percent Within Interval** = (e / f) X 100

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

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  - 0 - <= 3 days
  - >3 - <= 5 days
  - 0 - <= 5 days
  - >5 - <= 7 days
  - >7 - <= 10 days
  - >10 - <= 15 days
  - >15 days

<sup>6</sup> See O-9 for FOC Timeliness

- Average Interval measured in days

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

## O-11: Firm Order Confirmation and Reject Response Completeness

### Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

### Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

### Business Rules

**Mechanized** – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

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

**Total Mechanized** – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

**Non-Mechanized** – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

**Note:** Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

#### For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

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

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

### Calculation

#### Single FOC/Reject Response Expected

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

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

#### Multiple or Differing FOC / Reject Responses Not Expected

**Response Completeness** =  $[(a + b) / c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

### Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Fully Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned</li> </ul>

## O-12: Speed of Answer in Ordering Center

### Definition

Measures the average time a customer is in queue.

### Exclusions

None

### Business Rules

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

### Calculation

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

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

### Report Structure

Aggregate

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

**Note:** Combination of Residence Service Center and Business Service Center data.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Mechanized tracking through LCSC Automatic Call Distributor</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized tracking through BellSouth Retail center support system.</li> </ul>

### SQM Disaggregation - Analog/Benchmark

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

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## O-13: LNP-Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

### Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

### Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

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

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

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

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the BellSouth LCSC.

### Calculation

**LNP-Percent Rejected Service Requests** = (a / b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

### Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Not Applicable	• Not Applicable

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop With LNP</li> </ul>	• Diagnostic

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## O-14: LNP-Reject Interval Distribution & Average Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

### Exclusions

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

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

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

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

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

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

- Scheduled OSS Maintenance

### Business Rules

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

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

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

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the BellSouth LCSC.

### Calculation

**Reject Interval** = (a - b)

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

**Average Reject Interval** = (c / d)

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

**Reject Interval Distribution** = (e / f) X 100

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

**Report Structure**

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - > 24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - > 24 hours
- Non-Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - >24 hours
- Average Interval in Days or Hours

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Reject Interval</li> <li>• Total Number of LSRs</li> <li>• Total number of Rejects</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop with LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: 97% &lt;= I Hour</li> <li>• Partially Mechanized: 85% &lt;= 24 Hours</li> <li>• Partially Mechanized: 85% &lt;= 18 Hours (05/01/01)</li> <li>• Partially Mechanized: 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: 85% &lt;= 24 Hours</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

## O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

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

From 7:00 PM Saturday until 7:00 AM Monday.

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

From 6:00 PM Friday until 8:00 AM Monday.

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

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

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

- Scheduled OSS Maintenance

### Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

### Calculation

**Firm Order Confirmation Interval** = (a - b)

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

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

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

**Report Structure**

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - > 48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% <= 3 Hours • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 36 hours

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

## Section 3: Provisioning

### P-1: Mean Held Order Interval & Distribution Intervals

#### Definition

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

#### Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

#### Business Rules

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

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

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

#### Calculation

**Mean Held Order Interval** = a / b

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

**Held Order Distribution Interval** (for each interval) = (c / d) X 100

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

#### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)

**Data Retained**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

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

### Definition

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

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

### Exclusions

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

### Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

### Calculation

**Jeopardy Interval** = a - b

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

**Average Jeopardy Interval** = c / d

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

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

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

### Report Structure

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

### Data Retained

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

## P-3: Percent Missed Installation Appointments

### Definition

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

### Exclusions

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

### Business Rules

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

### Calculation

$$\text{Percent Missed Installation Appointments} = (a / b) \times 100$$

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

**Report Explanation:** The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

### Data Retained

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

## SQM Disaggregation - Analog/Benchmark

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

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

### Definition

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

### Exclusions

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

### Business Rules

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

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Calculation

**Completion Interval** = (a - b)

- a = Completion Date
- b = Order Issue Date

**Average Completion Interval** = (c / d)

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

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

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0, 1, 2, 3, 4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> </ul>

<ul style="list-style-type: none"> <li>• Application Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Application Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## P-5: Average Completion Notice Interval

### Definitions

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

### Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: “D” orders associated with LNP Standalone)

### Business Rules

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

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

### Calculation

**Completion Notice Interval** = (a - b)

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

**Average Completion Notice Interval** = c / d

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

### Report Structure

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

### Data Retained

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

in the raw data file.	found in the raw data file.
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**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

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

### Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

### Exclusions

“0” dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

### Business Rules

**For CLEC Results:**

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

**For BellSouth Results:**

BellSouth does not provide a FOC to its retail customers.

### Calculation

**Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice** = (a / b) X 100

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

### Report Structure

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

### Data Retained

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

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP-Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• 2W Analog Loop With INP-Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• UNE Digital Loop &lt; DS1</li> <li>• UNE Digital Loop &gt;=DS1</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Switch ports</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

## P-7: Coordinated Customer Conversions Interval

### Definition

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

### Exclusions

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

### Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

### Calculation

**Coordinated Customer Conversions Interval** = (a - b)

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

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

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, >=15 = 15 and greater, plus Overall Average Interval.

### Data Retained

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

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• 95% &lt;= 15 minutes</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Unbundled Loops	• 95% <= 15 minutes

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

### Definition

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

### Exclusions

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

### Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. <= 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, <= 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

### Calculation

**% within Interval** = (a / b) X 100

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

**Interval** = (c - d)

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

**Average Interval** = (e / f)

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

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cut over Scheduled Start Time</li> <li>• Cut over Actual Start Time</li> <li>• Total Conversions Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog exists</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Product Reporting Level                             <ul style="list-style-type: none"> <li>- SL1 Time Specific</li> <li>- SL1 Non-Time Specific</li> <li>- SL2 Time Specific</li> <li>- SL2 Non-Time Specific</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start Time</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• UNE Loops</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start time</li> </ul>

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

### Definition

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

### Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

### Business Rules

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

### Calculation

**Recovery Time** = (a - b)

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

**Average Recovery Time** = (c / d)

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

### Report Structure

- CLEC Specific
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• CLEC Acceptance Conflict (CLEC_CONFLICT)</li> <li>• CLEC Conflict Resolved (CLEC_RESOLVE)</li> <li>• CLEC Conflict MFC (CLEC_CONFLICT_MFC)</li> <li>• Total Conversion Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• None</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

## P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

### Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

### Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

### Business Rules

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

### Calculation

**% Provisioning Troubles within 7 days of service order completion** = (a / b) X 100

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• PON</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> <li>• Total Conversion Circuits</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• UNE Loop Design</li> <li>• UNE Loop Non-Design</li> </ul>	<ul style="list-style-type: none"> <li>• &lt;= 5%</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• $\leq 5\%$

## P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

### Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

### Exclusions

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

### Business Rules

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

### Calculation

**Cooperative Acceptance Testing - % of xDSL Loops Tested** = (a / b) X 100

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name (OCN)</li> <li>• CLEC Order Number (so_nbr) and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Acceptance Testing Completed (ACCEPT_TESTING)</li> <li>• Acceptance Testing Declined (ACCEPT_TESTING)</li> <li>• Total xDSL Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
<ul style="list-style-type: none"> <li>• UNE xDSL                             <ul style="list-style-type: none"> <li>- ADSL</li> <li>- HDSL</li> <li>- UCL</li> <li>- OTHER</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 95% of Lines Tested</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• UNE xDSL	• 95% of Lines Tested

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

### Definition

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

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

### Business Rules

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

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

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

### Calculation

**% Provisioning Troubles within 30 days of Service Order Activity** = (a / b) X 100

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

### Data Retained

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

### Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

### Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

### Calculation

**Total Service Order Cycle Time** = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

**Average Total Service Order Cycle Time** = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

**Total Service Order Cycle Time Interval Distribution** (for each interval) = (e / f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> </ul>

<ul style="list-style-type: none"> <li>• CLEC Company Name (OCN)</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Completion Notice Date and Time</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> <li>• Order Submission Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Switch Ports</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• UNE Digital Loops &lt; DS1</li> <li>• UNE Digital Loops &gt;= DS1</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

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

## P-11: Service Order Accuracy

### Definition

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

### Exclusions

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

### Business Rules

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

### Calculation

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

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

### Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Local Service Request (LSR)</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Standard Order Activity</li> </ul>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exist</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design (Specials)</li> <li>• UNE Specials (Design)</li> <li>• UNE (Non-Design)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Accurate</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## P-12: LNP-Percent Missed Installation Appointments

### Definition

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

### Exclusions

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

### Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

### Calculation

$$\text{LNP Percent Missed Installation Appointments} = (a / b) \times 100$$

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

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State/Region
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)

**Report explanation:** Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Retail Residence and Business (POTS)</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>LNP</li> </ul>	<ul style="list-style-type: none"> <li>95% Due Dates Met<sup>a</sup></li> </ul>

<sup>a</sup>Due to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

## P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

### Definition

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

### Exclusions

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

### Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

### Calculation

**Disconnect Timeliness Interval** = (a - b)

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

**Average Disconnect Timeliness Interval** = (c / d)

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

**Disconnect Timeliness Interval Distribution** (for each interval) = (e / f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Order Number</li> <li>• Telephone Number/Circuit Number</li> <li>• Committed Due Date</li> <li>• Receipt Date/Time (ESI Number Manager)</li> <li>• Date/Time of Recent Change Notice</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> </ul>	<ul style="list-style-type: none"> <li>• 95% &lt;= 15 Minutes</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% <= 15 Minutes

## P-14: LNP-Total Service Order Cycle Time (TSOCT)

### Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

### Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

### Calculation

**Total Service Order Cycle Time** = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

**Average Total Service Order Cycle Time** = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

**Total Service Order Cycle Time Interval Distribution** (for each interval) = (e / f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of < 10 lines/circuits; >= lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• CLEC Company Name (OCN)</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Completion Notice Date and Time</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

<ul style="list-style-type: none"> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file</p>	
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Diagnostic

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

# Section 4: Section 4: Maintenance & Repair

## M&R-1: Missed Repair Appointments

### Definition

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

### Exclusions

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

### Business Rules

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

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

### Calculation

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

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

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Company Code</li> <li>• Submission Date &amp; Time</li> <li>• Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	•
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-2: Customer Trouble Report Rate

### Definition

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

### Exclusions

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

### Business Rules

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

### Calculation

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

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

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Company Code</li> <li>• Ticket Submission Date &amp; Time</li> <li>• Ticket Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-3: Maintenance Average Duration

### Definition

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

### Exclusions

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

### Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

### Calculation

**Maintenance Duration** = (a - b)

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

**Average Maintenance Duration** = (c / d)

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

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BellSouth Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total Duration Time</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-4: Percent Repeat Troubles within 30 Days

### Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

### Exclusions

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

### Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

### Calculation

**Percent Repeat Troubles within 30 Days** = (a / b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT)</li> <li>• Service Type</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BellSouth Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-5: Out of Service (OOS) > 24 Hours

### Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

### Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles

### Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

### Calculation

**Out of Service (OOS) > 24 hours** = (a / b) X 100

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Percentage of Customer Troubles out of Service &gt; 24 Hours (OOS&gt;24_FLAG)</li> <li>• Service type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE-DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BellSouth Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Percent of Customer Troubles out of Service &gt; 24 Hours</li> <li>• Service type</li> <li>• Disposition and Cause (Non-Design/Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## M&R-6: Average Answer Time – Repair Centers

### Definition

This measures the average time a customer is in queue when calling a BellSouth Repair Center.

### Exclusions

None

### Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center’s menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

**Note:** The Total Column is a combined BellSouth Residence and Business number.

### Calculation

**Answer Time for BellSouth Repair Centers** = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

**Average Answer Time for BellSouth Repair Centers** = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

### Report Structure

- CLEC Aggregate
- BellSouth Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Average Answer Time	• BellSouth Average Answer Time

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## M&R-7: Mean Time To Notify CLEC of Network Outages

### Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

### Exclusions

None

### Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC “Customer Guide” which is published on the internet at: [www.interconnection.bellsouth.com/guides/other\\_guides/html/gopue/indexf.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm).

### Calculation

**Time to Notify CLEC** = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

**Mean Time to Notify CLEC** = (c / d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

### Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Major Network Events</li> <li>• Date/Time of Incident</li> <li>• Date/Time of Notification</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Major Network Events</li> <li>• Date/Time of Incident</li> <li>• Date/Time of Notification</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• BellSouth Aggregate</li> <li>• CLEC Aggregate</li> <li>• CLEC Specific</li> </ul>	<ul style="list-style-type: none"> <li>• Parity by Design</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## Section 5: Billing

### B-1: Invoice Accuracy

#### Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

#### Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

#### Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

#### Calculation

$$\text{Invoice Accuracy} = [(a - b) / a] \times 100$$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

#### Report Structure

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

#### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type               <ul style="list-style-type: none"> <li>- UNE</li> <li>- Resale</li> <li>- Interconnection</li> </ul> </li> <li>• Total Billed Revenue</li> <li>• Billing Related Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Type               <ul style="list-style-type: none"> <li>- CRIS</li> <li>- CABS</li> </ul> </li> <li>• Total Billed Revenue</li> <li>• Billing Related Adjustments</li> </ul>

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Product/Invoice Type               <ul style="list-style-type: none"> <li>- Resale</li> <li>- UNE</li> <li>- Interconnection</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State</li> <li>• BellSouth State</li> </ul>	<ul style="list-style-type: none"> <li>• Parity With Retail</li> </ul>

## B2: Mean Time to Deliver Invoices

### Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

### Exclusions

Any invoices rejected due to formatting or content errors.

### Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

### Calculation

**Invoice Timeliness** = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

**Mean Time To Deliver Invoices** = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

### Report Structure

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

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type                             <ul style="list-style-type: none"> <li>- UNE</li> <li>- Resale</li> <li>- Interconnection</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type                             <ul style="list-style-type: none"> <li>- CRIS</li> <li>- CABS</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE</li> <li>• Interconnection</li> </ul>	<ul style="list-style-type: none"> <li>• CRIS-based invoices will be released for delivery within six (6) business days.</li> <li>• CABS-based invoices will be released for delivery within eight (8) calendar days.</li> <li>• CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State                             <ul style="list-style-type: none"> <li>- CRIS</li> <li>- CABS</li> </ul> </li> <li>• BellSouth Region</li> </ul>	<ul style="list-style-type: none"> <li>• Parity with Retail</li> </ul>

### B3: Usage Data Delivery Accuracy

#### Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

#### Exclusions

None

#### Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

#### Calculation

$$\text{Usage Data Delivery Accuracy} = (a - b) / a \times 100$$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

#### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

#### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- BellSouth Recorded</li> <li>- Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy</li> </ul>

#### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

#### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State</li> <li>• BellSouth Region</li> </ul>	<ul style="list-style-type: none"> <li>• Parity With Retail</li> </ul>

## B4: Usage Data Delivery Completeness

### Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

### Calculation

**Usage Data Delivery Completeness** = (a / b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- BellSouth Recorded</li> <li>- Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## B5: Usage Data Delivery Timeliness

### Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

### Calculation

**Usage Data Delivery Timeliness Current month** = (a / b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

### Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- BellSouth Recorded</li> <li>- Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## B6: Mean Time to Deliver Usage

### Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

### Calculation

**Mean Time to Deliver Usage** =  $(a \times b) / c$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

**Note:** Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

### Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- BellSouth Recorded</li> <li>- Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth.</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## B7: Recurring Charge Completeness

### Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

### Calculation

**Recurring Charge Completeness** = (a / b) X 100

- a = Count of fractional recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of fractional recurring charges that are on the correct bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type</li> <li>• Total Recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Analog</li> <li>• Total Recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## B8: Non-Recurring Charge Completeness

### Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

### Calculation

**Non-Recurring Charge Completeness** = (a / b) X 100

- a = Count of non-recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of non-recurring charges that are on the correct bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type</li> <li>• Total Non-recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Analog</li> <li>• Total Non-recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## Section 6: Operator Services And Directory Assistance

### OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

#### Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

#### Exclusions

None

#### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

#### Calculation

**Speed to Answer Performance/Average Speed to Answer - Toll** = a / b

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

#### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

#### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

#### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

#### SEEM Disaggregation - Analog/Benchmark

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

## OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds - Toll

### Definition

Measurement of the percent of toll calls that are answered in less than ten seconds.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

### Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a / b

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds - Directory Assistance (DA)

### Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## Section 7: Database Update Information

### D-1: Average Database Update Interval

#### Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

#### Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services

#### Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

##### For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

##### Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will NOT result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

#### Calculation

**Update Interval** = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

**Average Update Interval** = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

**Report Structure**

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Database File Submission Time</li> <li>• Database File Update Completion Time</li> <li>• CLEC Number of Submissions</li> <li>• Total Number of Updates</li> </ul>	<ul style="list-style-type: none"> <li>• Database File Submission Time</li> <li>• Database File Update Completion Time</li> <li>• BellSouth Number of Submissions</li> <li>• Total Number of Updates</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation:	SQM Analog/Benchmark:
Database Type <ul style="list-style-type: none"> <li>• LIDB</li> <li>• Directory Listings</li> <li>• Directory Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Parity by Design</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

## D-2: Percent Database Update Accuracy

### Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

### Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services

### Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is “completed without error” if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

### Calculation

**Percent Update Accuracy** = (a / b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

### Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr) and PON (PON)</li> <li>• Local Service Request (LSR)</li> <li>• Order Submission Date</li> <li>• Number of Orders Reviewed</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type <ul style="list-style-type: none"> <li>• LIDB</li> <li>• Directory Assistance</li> <li>• Directory Listings</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Accurate</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

### Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

### Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date
- Expedite requests

### Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

### Calculation

**Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date** = (a / b) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Company Name</li> <li>• Company Code</li> <li>• NPA/NXX</li> <li>• LERG Effective Date</li> <li>• Loaded Date</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Geographic Scope</li> <li>- Region</li> </ul>	<ul style="list-style-type: none"> <li>• 100% by LERG Effective Date</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

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

# Section 8: E911

## E-1: Timeliness

### Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

### Calculation

$$\text{E911 Timeliness} = (a / b) \times 100$$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## E-2: Accuracy

### Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

### Calculation

$$\text{E911 Accuracy} = (a / b) \times 100$$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## E-3: Mean Interval

### Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

### Calculation

**E911 Interval** = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

**E911 Mean Interval** = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

## Section 9: Trunk Group Performance

### TGP-1: Trunk Group Performance-Aggregate

#### Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

#### Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

#### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

##### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

##### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

##### Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

##### CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

##### BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

#### Calculation

##### Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.

- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Aggregate
- BellSouth Aggregate
- State

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Number of Trunk Groups by CLEC</li> <li>• Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Aggregate Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC aggregate</li> <li>• BellSouth aggregate</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BellSouth Aggregate</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth</li> </ul>

## TGP-2: Trunk Group Performance-CLEC Specific

### Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

### Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

#### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

#### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

#### Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

#### CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

#### BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

**Calculation**

**Monthly Average Blocking:**

- For each hour of the day, each day’s raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Specific  
- State

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Number of Trunk Groups by CLEC</li> <li>• Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Aggregate Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Trunk Group</li> <li>• BellSouth Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth</li> </ul>

# Section 10: Collocation

## C-1: Collocation Average Response Time

### Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

### Exclusions

Any application canceled by the CLEC.

### Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

### Calculation

**Response Time** = (a - b)

- a = Request Response Date
- b = Request Submission Date

**Average Response Time** = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical-Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual - 20 Calendar Days</li> <li>• Physical Caged - 30 Calendar Days</li> <li>• Physical Cageless - 30 Calendar Days</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## C-2: Collocation Average Arrangement Time

### Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

### Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval

### Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

### Calculation

**Arrangement Time** = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

**Average Arrangement Time** = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual - 50 Calendar Days (Ordinary)</li> <li>• Virtual - 75 Calendar Days (Extraordinary)</li> <li>• Physical Caged - 90 Calendar Days</li> <li>• Physical Cageless - 60 Calendar Days (Ordinary)</li> <li>• Physical Cageless - 90 Calendar Days (Extraordinary)</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

### C-3: Collocation Percent of Due Dates Missed

#### Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

#### Exclusions

Any Bona Fide firm order canceled by the CLEC.

#### Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

#### Calculation

$$\% \text{ of Due Dates Missed} = (a / b) \times 100$$

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

#### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

#### Data Retained

- Report Period
- Aggregate Data

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 95% on time</li> </ul>

#### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

#### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• All Collocation Arrangements</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 95% on time</li> </ul>

# Section 11: Change Management

## CM-1: Timeliness of Change Management Notices

### Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

### Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

### Calculation

**Timeliness of Change Management Notices** = (a / b) X 100

- a = Total number of Change Management Notifications Sent Within Required Timeframes
- b = Total Number of Change Management Notifications Sent

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

### SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

## CM-2: Change Management Notice Average Delay Days

### Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

### Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

### Calculation

**Change Management Notice Delay Days** = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

**Change Management Notice Average Delay Days** = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## CM-3: Timeliness of Documents Associated with Change

### Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and timeframes set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Timeliness of Documents Associated with Change** = (a / b) X 100

- a = Change Management Documentation Sent Within Required Timeframes after Notices
- b = Total Number of Change Management Documentation Sent

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<ul style="list-style-type: none"> <li>• 95% &gt;= 30 days if new features coding is required</li> <li>• 95% &gt;= 5 days for documentation defects, corrections or clarifications</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 days of the change

## CM-4: Change Management Documentation Average Delay Days

### Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

### Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Change Management Documentation Delay Days** = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

**Change Management Documentation Average Delay Days** = (c / d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## CM-5: Notification of CLEC Interface Outages

### Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

### Exclusions

None

### Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth’s verification that an outage has taken place. This metric will be expressed as a percentage.

### Calculation

**Notification of CLEC Interface Outages** = (a / b) X 100

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

### Report Structure

- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Number of Interface Outages</li> <li>• Number of Notifications &lt;= 15 minutes</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• By interface type for all interfaces accessed by CLECs</li> </ul>	<ul style="list-style-type: none"> <li>• 97% in 15 Minutes</li> </ul>

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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

## Section 12: Bona Fide / New Business Request Process

### BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

#### Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

#### Exclusions

- Any application cancelled by the CLEC

#### Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

#### Calculation

**Percentage of BFR/NBR Requests Processed Within 30 Business Days** =  $(a / b) \times 100$

- a = Count of number of requests processed within 30 days
- b = Total number of requests

#### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

#### Data Retained

- Report Period
- Aggregate Data

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 90% <= 30 business days

#### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

#### SEEM Disaggregation - Analog/Benchmark

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

## BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

### Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

### Exclusions

- Requests that are subject to pending arbitration

### Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

### Calculation

**Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days** =  $(a / b) \times 100$

- a = Count of number of requests processed within “X” days
- b = Total number of requests  
where “X” = 10, 30, or 60 days

### Report Structure

- New Network Elements that are operational at the time of the request
- New Network Elements that are ordered by the FCC
- New Network Elements that are not operational at the time of the request

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• 90% &lt;= 10/30/60 business days                             <ul style="list-style-type: none"> <li>- Network Elements that are operational at the time of the request – 10 days</li> <li>- Network Elements that are Ordered by the FCC – 30 days</li> <li>- New Network Elements – 90 days</li> </ul> </li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

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

# Appendix A: Reporting Scope

## A-1: Standard Service Groupings

See individual reports in the body of the SQM.

## A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

### Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

### Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

### Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

### Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State
- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

## Appendix B: Glossary of Acronyms and Terms

### Symbols used in calculations

$\Sigma$

A mathematical symbol representing the sum of a series of values following the symbol.

-

A mathematical operator representing subtraction.

+

A mathematical operator representing addition.

/

A mathematical operator representing division.

<

A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<=

A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

>

A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>=

A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

()

Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

### A

#### **ACD**

Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

#### **Aggregate**

Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

#### **ALEC**

Alternative Local Exchange Company = FL CLEC

#### **ADSL**

Asymmetrical Digital Subscriber Line

#### **ASR**

Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

#### **ATLAS**

Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

#### **ATLASTN**

ATLAS software contract for Telephone Number.

#### **Auto Clarification**

The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

**B****BFR:**

Bona Fide Request

**BILLING**

The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

**BOCRIS**

Business Office Customer Record Information System (Front-end to the CRIS database.)

**BRI**

Basic Rate ISDN

**BRC**

Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

**BellSouth**

BellSouth Telecommunications, Inc.

**C****CABS**

Carrier Access Billing System

**CCC**

Coordinated Customer Conversions

**CCP**

Change Control Process

**Centrex**

A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

**CKTID**

A unique identifier for elements combined in a service configuration

**CLEC**

Competitive Local Exchange Carrier

**CLP**

Competitive Local Provider = NC CLEC

**CM**

Change Management

**CMDS**

Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

**COFFI**

Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/ SONGS. It indicates all services available to a customer.

**COG**

Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

**CRIS**

Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

**CRSACCTS**

CRIS software contract for CSR information

**CRSG**

Complex Resale Support Group

**C-SOTS**

CLEC Service Order Tracking System

**CSR**

Customer Service Record

**CTTG**

Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

**CWINS Center**

Customer Wholesale Interconnection Network Services Center (formerly the UNE Center).

**D****DA**

Directory Assistance

**Design**

Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

**Disposition & Cause**

Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

**DLETH**

Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

**DLR**

Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

**DS-0**

The worldwide standard speed for one digital voice signal (64000 bps).

**DS-1**

24 DS-0s (1.544Mb/sec., i.e. carrier systems)

**DOE**

Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

**DOM**

Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

**DSAP**

DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

**DSAPDDI**

DSAP software contract for schedule information.

**DSL**

Digital Subscriber Line

**DUI**

Database Update Information

**E****E911**

Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

**EDI**

Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

**ESSX**

BellSouth Centrex Service

**F****Fatal Reject**

LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

**Flow-Through**

In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

**FOC**

Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

**FX**

Foreign Exchange

**G H****HAL**

“Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

**HALCRIS**

HAL software contract for CSR information

**HDSL**

High Density Subscriber Loop/Line

**I J K****ILEC**

Incumbent Local Exchange Company

**INP**

Interim Number Portability

**ISDN**

Integrated Services Digital Network

**IPC**

Interconnection Purchasing Center

**L****LAN**

Local Area Network

**LAUTO**

The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

**LCSC**

Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.

**Legacy System**

Term used to refer to BellSouth Operations Support Systems (see OSS)

**LENS**

Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

**LEO**

Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

**LERG**

Local Exchange Routing Guide

**LESOG**

Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

**LFACS**

Loop Facilities Assessment and Control System

**LIDB**

Line Information Database

**LISC**

Local Interconnection Service Center - The center that issues trunk orders.

**LMOS**

Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

**LMOS HOST**

LMOS host computer

**LMOSupd**

LMOS updates

**LMU**

Loop Make-up

**LMUS**

Loop Make-up Service Inquiry

**LNP**

Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

**Loops**

Transmission paths from the central office to the customer premises.

**LRN**

Location Routing Number

**LSR**

Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

**M****Maintenance & Repair**

The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

**MARCH**

BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

**N****NBR**

New Business Request

**NC**

“No Circuits” - All circuits busy announcement.

**NIW**

Network Information Warehouse

**NMLI**

Native Mode LAN Interconnection

**NPA**

Numbering Plan Area

**NXX**

The “exchange” portion of a telephone number.

**O****OASIS**

Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

**OASISBSN**

OASIS software contract for feature/service

**OASISCAR**

OASIS software contract for feature/service

**OASISLPC**

OASIS software contract for feature/service

**OASISMTN**

OASIS software contract for feature/service

**OASISNET**

OASIS software contract for feature/service

**OASISOCP**

OASIS software contract for feature/service

**ORDERING**

The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

**OSPCM**

Outside Plant Contract Management System - Provides Scheduling Information.

**OSS**

Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

**Out Of Service**

Customer has no dial tone and cannot call out.

**P****PMAP**

Performance Measurement Analysis Platform

**PMQAP**

Performance Measurement Quality Assurance Plan

**PON**

Purchase Order Number

**POTS**

Plain Old Telephone Service

**PREDICTOR**

The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

**Preordering**

The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

**PRI**

Primary Rate ISDN

**Provisioning**

The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

**PSIMS**

Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

**PSIMSORB**

PSIMS software contract for feature/service.

**Q R****RNS**

Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

**ROS**

Regional Ordering System

**RRC**

Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

**RSAG**

Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

**RSAGADDR**

RSAG software contract for address search.

**RSAGTN**

RSAG software contract for telephone number search.

**S****SAC**

Service Advocacy Center

**SEEM**

Self Effectuating Enforcement Mechanism

**SOCS**

Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

**SOG**

Service Order Generator - Telcordia product designed to generate a service order for xDSL.

**SOIR**

Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

**SONGS**

Service Order Negotiation and Generation System.

**T****TAFI**

Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

**TAG**

Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

**TN**

Telephone Number

**Total Manual Fallout**

The number of LSRs which are entered electronically but require manual entering into a service order generator.

**U V****UNE**

Unbundled Network Element

**UCL**

Unbundled Copper Link

**USOC**

Universal Service Order Code

**W X Y Z****WATS**

Wide Area Telephone Service

**WFA**

Work Force Administration

**WMC**

Work Management Center

**WTN**

Working Telephone Number.

## Appendix C: Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

**Attachment 10**

**BellSouth Disaster Recovery Plan**

<b><u>CONTENTS</u></b>		<b><u>PAGE</u></b>
1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
3.1	Site Control	3
3.2	Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
5.1	CLEC Outage	5
5.2	BellSouth Outage	5
5.2.1	Loss of Central Office	6
5.2.2	Loss of a Central Office with Serving Wire Center Functions	6
5.2.3	Loss of a Central Office with Tandem Functions	6
5.2.4	Loss of a Facility Hub	6
5.3	Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

## **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed 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 involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

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

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

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

## **5.0 RECOVERY PROCEDURES**

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

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. 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 than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

## **7.0 ACRONYMS**

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

### **Hurricane Information**

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

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

### **BST Disaster Management Plan**

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

## **Attachment 11**

### **Bona Fide Request and New Business Requests Process**

**BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS**

- 1.0 The Parties agree that Nexus is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the “Act”), FCC requirements or State Commission requirements. Nexus also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.
- 2.0 Bona Fide Requests (“BFR”) are to be used when Nexus makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests (“NBRs”) are to be used when Nexus makes a request of BellSouth to provide a new or custom capability or function to meet Nexus’s business needs that was not previously included in the Agreement.
- 3.0 A BFR or a NBR shall be submitted in writing by Nexus and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Nexus’s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a “BFR”) or (ii) pursuant to the needs of the business (i.e. a “NBR”). The request shall be sent to Nexus’s Local Contract Manager.
- 4.0 Within thirty (30) business days of its receipt of a BFR or NBR from Nexus, BellSouth shall respond to Nexus by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection or Network Element or is otherwise not required to be provided under the Act. However, if the preliminary analysis is determined to be of such complexity that it causes BellSouth to expend inordinate resources, a fee will be levied upon Nexus and collected prior to the beginning of the preliminary analysis and the thirty (30) business days will begin upon receipt of the fee. In addition to the preliminary analysis, an explanation of the fee will be provided.
- 5.0 Nexus may cancel a BFR or NBR at any time. If Nexus cancels the request more than three (3) business days after submitting it, Nexus shall pay

BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If Nexus does not cancel a BFR or NBR, Nexus shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

- 6.0 BellSouth shall propose a firm price quote and a detailed implementation plan for BFRs within thirty (30) business days of Nexus's acceptance of the preliminary analysis. BellSouth shall propose a firm price and a detailed implementation plan for NBRs within sixty (60) business days of Nexus's acceptance of the preliminary analysis.
- 7.0 If Nexus accepts the preliminary analysis, BellSouth shall proceed with Nexus's BFR or NBR, and Nexus agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR or NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If Nexus cancels a BFR or NBR after BellSouth has received Nexus's acceptance of the preliminary analysis, Nexus agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any, directly related to complying with Nexus's BFR or NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.
- 8.0 If Nexus believes that BellSouth's firm price quote is not consistent with the requirements of the Act, Nexus may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 9.0 Unless Nexus agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 10.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.