

**AMENDMENT TO THE  
AGREEMENT BETWEEN  
BLUESTAR NETWORKS, INC.  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 28, 1999  
(Florida, Georgia, Kentucky and Tennessee)**

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Interconnection Agreement entered into between the Parties is hereby amended to delete Section 2.1.7 of Attachment 2 in its entirety and replace it with new Section 2.1.7 of Attachment 2 as follows:
  - 2.1.7 Where facilities are available, BellSouth will install loops within the time interval listed in the Product and Service Interval Guide Issue 2-b, December 1999 posted on the BellSouth web site and incorporated herein by this reference. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for SI process is included in the intervals listed in the guide. For expedite requests by BlueStar, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1 will apply. If BlueStar cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section. 5.4.
2. Attachment 6 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.4.1 as follows:
  - 2.4.1 Pursuant to the Appendix A of the document entitled, "Operational Understanding between BellSouth Maintenance Centers and CLEC Maintenance Centers for Local Services," BlueStar may request escalations for repair services for any customer.

3. The General Terms and Conditions of the Interconnection Agreement entered into between the Parties in Florida and Georgia is hereby amended to delete Section 12 of the Interconnection Agreement in its entirety and replace it with new Section 12 as follows:

## **12. Resolution of Disputes**

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to resolve the dispute within 2 business days. If the dispute cannot be resolved within the 2 business days, either Party may file a Petition or Complaint with the Commission for a resolution of the dispute.

4. Attachment 6 of the Interconnection Agreement entered into between the Parties, is hereby amended to incorporate a new Section 2.7 as follows:

BellSouth has set a target of 3Q00 as the date by which its EDI and TAG interfaces will support xDSL services.

5. Attachment 2 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.1.16 as follows:

2.1.16 BellSouth shall provide BlueStar with non-discriminatory access to the loop qualification information that is available to BellSouth, so that BlueStar can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that BlueStar intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper, the existence, location and type of any electronic and other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

BellSouth shall make such information available to BlueStar in accordance with the FCC's UNE Remand Order. BellSouth is developing an electronic interface to its Loop Facility Assignment Control System

("LFACS") with a targeted date of third quarter 2000 for implementation. BlueStar currently has electronic access to BellSouth's Loop Qualification System (LQS).

6. This Amendment shall have an effective date of February 28, 2000.

7. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

8. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**

**BellSouth Telecommunications, Inc.**

*Signature on File*

*Signature on File*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:           Norton Cutler          

Name:           Jerry Hendrix          

Title:           General Counsel          

Title:           Senior Director          

Date:           2/29/00          

Date:           2/28/00/

**STIPULATION**  
**(Kentucky)**

**THIS STIPULATION** between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar") is entered into and effective this 30th day of March, 2000. BellSouth and BlueStar are collectively referred to herein as the "Parties."

WHEREAS, BlueStar filed a Petition for Arbitration with BellSouth pursuant to the Telecommunications Act of 1996 ("Petition") on December 7, 1999 with the Kentucky Public Service Commission (the "Commission");

WHEREAS, BlueStar filed on March 7, 2000 a Motion to Compel BellSouth to produce cost studies;

WHEREAS, the Commission ordered on March 22, 2000 that BellSouth produce cost studies by March 31, 2000;

WHEREAS, the Parties have continued to negotiate to resolve the issues contained in the Petition; and

WHEREAS, the Parties have resolved Issue 11 of the Petition.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties have resolved Issue 11 of the Petition in Kentucky. An Amendment reflecting the resolution of Issue 11 is attached.
2. BellSouth agrees to file with the Commission by July 1, 2000 (i) a petition to commence a generic cost docket to set final rates for unbundled network elements, including, but not limited to, rates for ADSL and HDSL-compatible loops, unbundled copper loops (both for loops up to 18,000 feet and greater than 18,000 feet), and loop conditioning (i.e. removal of "disturbers," including, but not limited to, load coils, bridged tap, and repeaters), and (ii) cost studies for those rates.
3. All other issues not resolved by the Parties remain pending in this proceeding.
4. Either or both of the Parties shall submit this Stipulation to the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**  
*Signature on File*

By: \_\_\_\_\_

Name: Norton Cutler

Title: General Counsel

Date: 3/30/00

**BellSouth Telecommunications, Inc.**  
*Signature on File*

By: \_\_\_\_\_

Name: Jerry Hendrix

Title: Senior Director

Date: 3/30/00

**AMENDMENT TO THE  
AGREEMENT BETWEEN  
BLUESTAR NETWORKS, INC.  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 28, 1999  
(Kentucky)**

Pursuant to this Amendment, BlueStar Networks, Inc. (“BlueStar”) and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to individually as a “Party” or collectively as the “Parties,” hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the “Interconnection Agreement”) in the state of Kentucky.

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The ADSL/HDSL rates contained in Attachment 2, Exhibit C are hereby revised as follows:

<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop</b>	USOC	Kentucky Rate*
Per Month	UAL2X	\$12.16
NRC- First	UAL2X	\$270.01
NRC – Add'l	UAL2X	\$234.63
NRC – Disconnect – First	SOMAN	\$74.54
NRC – Disconnect – Add'l	SOMAN	\$39.14
Order Coordination for Specified Conversion Time		\$34.29
<b>2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop</b>		
Per Month	UHL2X	\$8.78
NRC – First	UHL2X	\$270.01
NRC – Add'l	UHL2X	\$234.63
NRC – Disconnect – First	SOMAN	\$74.54
NRC – Disconnect – Add'l	SOMAN	\$39.14
Order Coordination for Specified Conversion Time		\$34.29

\* All rates listed above are interim, subject to true-up once final cost are determined.

2. The Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Kentucky in the January 27, 2000 Amendment are hereby revised as follows:

The following rates for Kentucky are interim rates subject to true-up.

<b>2-Wire Unbundled Copper Loop (18 kft. or less)</b>	USOC	<b>Kentucky Rates*</b>
Recurring	UCLPB	\$12.16
Non-Recurring, 1 <sup>st</sup>	UCLPB	\$270.01
Non-Recurring, Add'l	UCLPB	\$234.63
Disconnect – 1 <sup>st</sup>	UCLPB	\$74.54
Disconnect - Add'l	UCLPB	\$39.14
Order Coordination	UCLMC	\$34.29
<b>2-Wire Unbundled Copper Loop (&gt; 18 kft.)</b>		
Recurring	UCL2L	\$41.61
Non-Recurring, 1 <sup>st</sup>	UCL2L	\$270.01
Non-Recurring, Add'l	UCL2L	\$234.63
Disconnect – 1 <sup>st</sup>	UCL2L	\$74.54
Disconnect – Add'l	UCL2L	\$39.14
Order Coordination	UCLMC	\$34.29
<b>Loop Conditioning**</b>		<b>Kentucky Rates*</b>
Remove Equipment <18kft		
Per Pair		\$70.04
Remove Equipment > 18kft		
Per Pair		\$765.29
Add'l Per Pair		\$23.74
Remove Bridge Tap		
Per Pair		\$105.34

\* All rates listed above are interim, subject to true-up once final cost are determined.

\*\* The Loop Conditioning charges apply in addition to the UCL NRCs.

The Parties agree that the prices reflected herein shall be “trued-up” (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the FCC. Under the “true-up” process, the price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service (“Total Interim Price”). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, BellSouth shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to BellSouth. Each party shall keep its own records upon which a “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 agree that such differences shall be resolved through arbitration.

3. This Amendment shall have an effective date of March 30, 2000.
4. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

5. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**  
*Signature on File*

By: \_\_\_\_\_

Name: Norton Cutler

Title: VP Regulatory & General Counsel

Date: 3/30/00

**BellSouth Telecommunications, Inc.**  
*Signature on File*

By: \_\_\_\_\_

Name: Jerry Hendrix

Title: Senior Director

Date: 3/30/00

**INTERIM AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
BLUESTAR NETWORKS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
APRIL 25, 2000**

Pursuant to this Interim Amendment (the "Interim Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("CLEC"), hereinafter referred to collectively as the "Parties," hereby agree to amend those certain Interconnection Agreements between the Parties dated December 7, 1999 (Alabama, Louisiana, Mississippi and South Carolina), December 28, 1999 (Florida, Georgia, Kentucky and Tennessee), and August 20, 1999 (North Carolina) (collectively, the "Interconnection Agreement").

WHEREAS, the Federal Communications Commission issued In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket Nos. 98-147 and 96-98, Third Report and Order in CC Docket 98-147 and Fourth Report and Order in CC Docket No. 96-98, (Rel. Dec. 9, 1999) (hereafter the "Line Sharing Order");

WHEREAS, the Line Sharing Order requires provides BellSouth to provide competitive local exchange carriers access to the High Frequency Loop Spectrum as an unbundled network element ("High Frequency Loop Spectrum") throughout the BellSouth region no later than June 6, 2000; and

WHEREAS, CLEC has expressed a desire in purchasing the High Frequency Loop Spectrum when it becomes available.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and CLEC hereby agree as follows:

- 1.0 BellSouth will, upon CLEC's request, provide CLEC the ability to order splitters to be used in connection with BellSouth's full commercial implementation of the FCC's Line Sharing Order. Splitters to be deployed in all states in BellSouth's region may be ordered upon execution of this Interim Amendment.
- 2.0 CLEC will bear all costs associated with such splitters ordered in conjunction with full commercial implementation of the FCC's Line Sharing Order. Such costs will be addressed in the final Amendment to the Interconnection Agreement relating to BellSouth's providing CLEC with access to the High Frequency Loop Spectrum ("High Frequency Spectrum Amendment").
- 3.0 The following conditions shall apply to the purchase of splitters:



- 3.1 Initially, BellSouth will select, purchase, install, and maintain a central office POTS splitter and permit CLEC to interconnect to data ports on the splitter. CLEC shall thereafter purchase ports on the splitter as set forth more fully below.
- 3.2 BellSouth will install the splitter in (i) a common area close to the CLEC collocation area, if possible; or (ii) in a BellSouth relay rack as close to the CLEC DS0 termination point as possible. 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. BellSouth will cross-connect the splitter data ports to a specified CLEC DS0 at such time that a CLEC end user's service is established.
- 3.3 CLEC may only order splitter ports in increments of twenty-four (24) or ninety-six (96) ports.
- 3.4 BellSouth will begin accepting orders for access to the High Frequency Spectrum only upon execution of a final Amendment to the Interconnection Agreement presently being negotiated by the Parties. Upon execution of said amendment, BellSouth will begin accepting orders on or after June 6, 2000.
- 4.0 All terms and conditions of this Interim Amendment shall be superseded in their entirety by High Frequency Spectrum Amendment.
- 5.0 This Interim Amendment shall not modify the existing Interconnection Agreement between the Parties, including the rates stated therein, except as expressly stated herein.
- 6.0 All other provisions of the Interconnection Agreement, together with all amendments in effect as of the date of execution of this Amendment, shall remain in full force and effect.
- 7.0 Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
- 8.0 The Parties agree that the prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the price for each service shall be multiplied by the volume of that service purchased to

arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC. Each party shall keep its own records upon which a "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 agree that such differences shall be resolved through the dispute resolution procedures specified in section 11 of the General Terms & Conditions of the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**

*Signature on File*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Norton Cutler

Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
4/25/00

Date

**BellSouthTelecommunications, Inc.**

*Signature on File*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jerry D. Hendrix

Print or Type Name

\_\_\_\_\_  
Senior Director

Title

\_\_\_\_\_  
4/25/00

Date

**EXHIBIT A**

**Attachment 11**  
**BellSouth Disaster Recovery Plan**

***2000  
BELLSOUTH  
DISASTER RECOVERY PLANNING***

*For*

***CLECS***

**CONTENTS**

	<b><u>PAGE</u></b>
1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment)	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

## **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 & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

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

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

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

### **3.2 ENVIRONMENTAL CONCERNS**

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

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

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

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

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

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

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

### **4.0 THE EMERGENCY CONTROL CENTER (ECC)**

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

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



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

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

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

## **5.0 RECOVERY PROCEDURES**

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

### **5.1 CLEC OUTAGE**

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

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

### **5.2 BELLSOUTH OUTAGE**

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

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

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

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

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

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

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

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

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

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

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)**

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

### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently 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.

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
BLUESTAR NETWORKS, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 28, 1999**

Pursuant to this Agreement, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Interconnection Agreement on December 28, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement entered into between BellSouth and BlueStar is hereby amended to include a new Attachment 11 – Disaster Recovery attached hereto as Exhibit A.
2. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**  
***Signature on File***

By: \_\_\_\_\_

Name:       Norton Cutler      

Title:   VP Regulatory & General Counsel  

Date:       5-3-00      

**BellSouth Telecommunications, Inc.**  
***Signature on File***

By: \_\_\_\_\_

Name:       Jerry Hendrix      

Title:       Senior Director      

Date:       5-4-00