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- A.3 IXC Transit: BellSouth shall provide intermediary network access service between SMNI and any IXC for the purpose of completing interLATA or intraLATA toll traffic.
- A.4 Other Transit Functions: BellSouth shall provide intermediary tandem switching and transport services for SMNI's connection of its end user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers.
- A.5 Intelligent Network and Network Surveillance: BellSouth shall provide open logical interconnection points to AIN/IN interface in their network. BellSouth must also provide access to monitoring, surveillance and other fraud control functions in its network.
- A.6 Other Services: BellSouth shall provide connection and call routing for 911, directory assistance, and operator assistance services.

### **B. Designated Points of Interconnection**

The Parties shall designate Points of Interconnection (POIs) on each other's networks. SMNI shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by SMNI. SMNI may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI. BellSouth may designate a POI at one or more of SMNI's local switching centers within each LATA in which SMNI is providing local service. If no SMNI local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. SMNI will not unreasonably refuse to interconnect at a POI designated by BellSouth.

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.
- B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area SMNI desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, SMNI may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each interconnection point where available.

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BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.

- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in SMNI/BellSouth local interconnection and SMNI access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.
- B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.
- B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. SMNI may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the SMNI network and the BellSouth access tandem. BellSouth may establish POIs on the SMNI network via an expanded interconnection arrangement at the SMNI local switching center or via leased transport between an SMNI expanded interconnect arrangement and an SMNI local switching center.
- B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.
- B.7 BellSouth may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree

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that no interexchange access services traffic will be exchanged as local traffic hereunder.

- B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.
- B.9 Except as specifically provided for in Attachment C-1 hereto neither Party will charge the other reconfiguration charges for new installations at existing POIs.
- B.10 BellSouth will absorb any applicable nonrecurring charges incurred by SMNI as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

C. Facilities for Local Interconnection

- C.1 The parties agree there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; (3) interconnection via purchase of facilities from either party by the other party; and (4) mid fiber meet. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of BellSouth's access service tariffs.
- C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:
  - a. a mid-fiber meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI mid-fiber meet junction point (*i.e.*, virtual collocation);
  - b. a collocation facility which it maintains at the other Party's POI wire center (*i.e.*, physical collocation);

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- c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
- d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable third party contractor or the Party itself can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other party.

- C.3 Existing SMNI special access collocation arrangements with BellSouth shall be available for use by SMNI in the provision of switched services hereunder at no additional charge to SMNI.
- C.4 SMNI may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree that no termination penalties or liabilities will apply to the termination of existing virtual collocation arrangements. A mutually acceptable third party contractor can be employed by the Party making the change to implement such a replacement, in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

### D. Trunking and Signaling

- D.1 a. The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks; provided that separate trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage (PLU) factor to the party receiving the traffic on a quarterly basis.
- b. If direct end office trunking with combined trunks is used, the Parties will work cooperatively to develop a procedure for accurately determining the amount of interLATA access traffic for proper application of switched access charges.

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- D.2 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two way for testing purposes.
- D.3 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the SMNI local switching centers and the BellSouth access tandems. The Parties will utilize direct end office trunking under the following conditions:
- a. BellSouth tandem exhaust - If a BellSouth access tandem to which SMNI<sup>7</sup> is 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 SMNI and BellSouth subscribers.
  - b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an SMNI local switching center and a BellSouth and office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the SMNI switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
  - c. Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.
- D.4 The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, at no charge, in conjunction with all POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks,

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including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate trunk group between SMNI's switch and one specified BellSouth switch.

- D.5 SMNI shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.
- D.6 SMNI may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which SMNI may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall SMNI be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C, or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.
- D.7 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.
- D.8 Service arrangements hereunder shall be engineered to an objective, consistent P.01 or better grade of service at the peak busy hour.
- D.9 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

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- D.10 BellSouth shall deliver intraLATA traffic originating from its subscribers and terminating to SMNI's subscribers via a combined two-way trunk group using facilities leased from SMNI on mutually agreeable terms.
- D.11 BellSouth will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.
- D.12 BellSouth shall provide and implement all industry standard SS7 parameters as well as procedures that are defined in the ANSI standards, even if today's services do not specifically require these features. These functions shall include:
  - a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant BellCore specifications.
  - b. All functions of the OMAP, including MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- D.13 BellSouth shall provide a signaling link which consists of a 56 kps transmission path or other rates as defined by ANSI standards between SMNI designated Signaling Points of Interconnection (SPOIs), satisfying an appropriate requirement for physical diversity.
- D.14 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.
- D.15 Either Party shall have the option for Multi-Frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.
- D.16 Other Signaling Requirements:
  - a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.
  - b. All mandatory SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.
  - c. The Parties must provide Signaling System 7 (SS7) to one another.

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### E. Network Management

- E.1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.
- E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- E.3 The 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.
- E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.
- E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.01 or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.
- E.6 BellSouth will establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network and end users. Intervals should not exceed the Customer Designated Date (CDD).

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- E.7 Upon request, BellSouth will provide SMNI with read and write access to the BellSouth maintenance and trouble report systems including the following systems and/or functionality:
- Trouble reporting/dispatch capability - access must be real time
  - Repair status/confirmation; maintenance/trouble report systems
  - Planned/Unplanned outage reports
- E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.
- E.9 BellSouth will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.
- E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.
- E.12 The quality of interconnection services should be no less than that provided by BellSouth for its own services.
- E.13 Provision and restoration of interconnection circuits will take priority over any other non-emergency network requirements.
- E.14 The time interval for installation of POIs by BellSouth will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.
- E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.
- E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

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E.17 BellSouth will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, NPA/NXXs, business/residence counts and identification, rate centers, etc.

### F. Local Number Assignment

SMNI will assign telephone numbers to its customers to ensure local calling scopes are per Section A of 3.6 of the General Subscriber Service Tariff; provided, that sufficient quantities of numbering resources are made available to SMNI.

### G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross-connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party, and the identical rate to the other collocated entity. No other charges shall apply for such cross-connection.

## VI. LOCAL TRAFFIC EXCHANGE

### A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which SMNI is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS), Extended Calling Service (ECS) and other toll substitute calling routes shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section.

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### B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to SMNI on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per exchange area on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

### C. Transitted Traffic

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than SMNI; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that SMNI may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

## VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, and to the extent SMNI requires meet-point arrangements, SMNI will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that SMNI is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

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### A. Applicability of OBF Guidelines

Meet-point billing (MPB) arrangements shall be established between the Parties to enable SMNI to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an SMNI-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified BellSouth switches.

### B. Meet-Point Interconnection

- B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by SMNI, between the correspondingly identified Rating Point/Switch pairs. BellSouth shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to BellSouth's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.
- B.2 At SMNI's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by SMNI or an affiliate of SMNI at specified BellSouth switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.
- B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable SMNI and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.
- B.4 Common Channel Signaling (CCS) shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the BellSouth switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MF FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

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- B.5 SMNI may establish CCS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information (OLI) and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection (TNS) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.
- B.6 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (e.g., performs the database query shall be delivered by SMNI using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event SMNI becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.
- B.7 All originating Toll Free Service calls for which SMNI performs the SSP function, if delivered to BellSouth, shall be delivered by SMNI using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by SMNI using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.
- B.8 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

### C. Tariffs

SMNI and BellSouth will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

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### D. Billing and Data Exchange

- D.1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.
- D.2 BellSouth may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. BellSouth will not include an element for the Residual Interconnection Charge (RIC) and SMNI will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.
- D.3 Each party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-010, as amended.
- D.4 BellSouth shall provide to SMNI the billing name, billing address, and CIC of the IXCs and copies of relevant IXC Access Service Requests (ASRs), in order to comply with the MPB notification process as outlined in the MECAB document, on an electronic medium basis using the EMR format.
- D.5 BellSouth shall provide SMNI, on a daily basis, switched access detail usage data (EMR Category 1101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transited BellSouth's tandems and terminated to SMNI's switching center(s).
- D.6 SMNI shall provide BellSouth, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at SMNI's switching center(s).
- D.7 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement. Exchange of test data will commence one week after AMA certification begins. These data shall be actual recorded usage records.

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- D.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D.9 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- D.10 Errors may be discovered by SMNI, the IXC or BellSouth. Both BellSouth and SMNI agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- D.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

**E. Toll Free IXC Traffic**

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

**F. MPB Billing Percentages**

The MPB billing percentage for each SMNI Rating Point shall be calculated according to the following formulas:

In any service jointly provided by BellSouth and SMNI for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (i.e., airline mileage) between the meet point and the two rating points as follows:

$$\text{SMNI percentage} = \frac{a}{(a+b)}$$

$$\text{BellSouth percentage} = \frac{b}{(a+b)}$$

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where "a" is the airline mileage between the relevant SMNI rating point (e.g., serving switch) and the meet point and "b" is the airline mileage between the BellSouth rating point and the meet point.

### **G. Special Arrangements**

- G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, the intermediate carriers will have no rating point, and the relevant mileage measurement is between the two end points.
- G.2 In the case of IXC traffic terminating to SMNI ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a state-by-state basis by using verifiable BellSouth/SMNI interstate and intrastate minutes of use reported on the applicable ARMIS report at the total IXC access rates applicable to BellSouth less the BellSouth/SMNI meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.
- G.3 If either Party provides intermediary functions for network access service connection between an IXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case.

### **VIII. TOLL TRAFFIC INTERCONNECTION**

- A. The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and the carrier common line rate elements of the switched access rate. The Parties agree that their terminating switched rate shall be the rate in effect when the traffic is terminated.

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- B. For originating and terminating interexchange toll traffic, each Party shall pay the other Party's tariffed switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in the Parties' respective access services tariffs as those tariffs are amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If SMNI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses SMNI as an interexchange carrier on a 10XXX basis, BellSouth will charge SMNI the appropriate tariff charges for originating network access services. If BellSouth is serving as the SMNI end user's presubscribed interexchange carrier or if the SMNI end user uses BellSouth as an interexchange carrier on a 10XXX basis, SMNI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

### IX. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan (NANP) number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee (INC) as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.
- B. During any period under this Agreement in which it serves as the NANP administrator for its territory, BellSouth shall ensure that SMNI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers, and will assist SMNI in applying for NXX codes for its use in providing local exchange services. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. SMNI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.
- C. If during the term of this Agreement BellSouth is no longer the NANP administrator, the Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

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- D. Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX Codes, along with associated rating points and rate centers.
- E. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.
- F. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither party shall be obligated to adopt the specific end user dialing plan of the other.
- G. Administration and assignment of numbers will be moved to a neutral third party in the future. In the interim, while BellSouth is still administering numbering, the following will apply:
  - 1. BellSouth will assign NXXs to SMNI on a nondiscriminatory basis and on the same basis as to itself.
  - 2. No restriction is placed on the ability to assign NXXs per rate center.
  - 3. Testing and loading of SMNI's NXXs' should be the same as BellSouth's own.
  - 4. BellSouth cannot discriminate in the allocation of number and types of NXXs assigned to SMNI.
  - 5. BellSouth will assign NXXs to SMNI without the imposition of charges that are not imposed upon itself.
  - 6. BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.
  - 7. Until such time that number administration is moved to an independent third party, BellSouth will provide routine reporting on NXX availability, fill rates, and new assignments.
  - 8. In the event of NPA-NXX splits, it is agreed that SMNI may continue use of the pre-existing NPA-NXX for existing customers.

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9. BellSouth will supply SMNI with copies of its Local Calling Area Boundary Guide, including all updates thereto.
10. All BellSouth services provided to SMNI pursuant to this Article will be at no charge to SMNI.

### X. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

- A. BellSouth agrees to provide to SMNI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by BellSouth. BellSouth agrees to provide access at rates, terms and conditions which are no less favorable than those provided to any other telecommunications service provider or cable television provider (CATV), including those provided to itself or its affiliates.
- B. BellSouth must provide access to its unbundled network interface device.
- C. When BellSouth has equipment on, over or under public or private property, it will permit the use of such equipment by SMNI on an equal and nondiscriminatory basis.
- D. Any authorizations to attach to poles, overloading requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be hindered, restricted or unreasonably withheld or delayed. Such access and use shall be on terms and conditions identical to those that BellSouth provides to itself and its affiliates for the provision of exchange, exchange access and interexchange services.
- E. BellSouth agrees to take no action to intervene against, or attempt to delay, the granting of permits to SMNI for use of public rights-of-way or access with property owners.
- F. Any costs for improvements to/expansions of poles, etc., should be prorated on a nondiscriminatory and neutral basis among and all users of the facility.
- G. No application fees will apply.
- H. Fees will be fixed for term of contract.
- I. BellSouth will provide routine notification of changes to poles, conduits, and rights-of-way.

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- J. BellSouth will provide open access to current pole-line prints, and conduit prints, make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.
- K. BellSouth will provide regular reports on the capacity status and planned increase in capacity of each of these access channels to facilitate construction planning.
- L. BellSouth will provide information on the location of, and the availability to access conduit, poles, etc., when SMNI requests such information, within ten (10) working days after the request.
- M. The Parties agree to enter a Standard License Agreement incorporating specific rates, terms and conditions consistent with the foregoing.

### XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

#### A. 800 Traffic

- A.1 BellSouth agrees to compensate SMNI, pursuant to SMNI's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to BellSouth.
- A.2 SMNI will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by SMNI will be in a standard EMR format for a fee, paid by BellSouth to SMNI, of \$0.015 per record.
- A.3 If SMNI provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to SMNI. BellSouth agrees to provide SMNI the appropriate records for SMNI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by SMNI to BellSouth, of \$0.015 per record.
- A.4 If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate SMNI for the origination of such traffic in accordance with the above.

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- A.5 If SMNI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable BellSouth Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.
- A.6 Should SMNI require 800 access ten digit screening service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. SMNI shall utilize SS7 Signaling links, ports and usage from BellSouth's interstate access services tariff. 800 access ten digit screening service is an originating service that is provided via 800 switched access service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said services shall be as set forth in the applicable BellSouth access services tariff as said tariff is amended from time to time during the term of this Agreement.
- B. 911/E-911
- B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of Attachment C-9 hereto.
- B.2 For Basic 911 service, BellSouth will provide to SMNI a list consisting of each county in Florida that subscribes to Basic 911 service. The list will also provide, if known, the E-911 conversion date for each county and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each county subscribing to 911. SMNI will 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. SMNI will route that call to BellSouth at the appropriate tandem or end office. When a county converts to E-911 service, SMNI shall discontinue the Basic 911 procedures and begin the E-911 procedures, set forth in subsection B.4 below.
- B.3 For E-911 service, SMNI shall install a minimum of two dedicated trunks originating from SMNI's serving wire center and terminating to the appropriate E-911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a

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digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with 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. SMNI will provide BellSouth daily updates to the E-911 database.

- B.4 If a county has converted to E-911 service, SMNI will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, SMNI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- B.5 BellSouth will provide SMNI with an electronic interface from which SMNI may input and update subscriber records in the E-911 database. BellSouth shall also provide SMNI with an automated interface to access its Automatic Location Identification (ALI) database.
- B.6 BellSouth and SMNI agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.
- B.7 If SMNI requires transport to the BellSouth 911 tandem, SMNI may, at SMNI's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.
- B.8 BellSouth and SMNI will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.
- B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining SMNI's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from SMNI only if and to the extent BellSouth is unable to obtain such compensation from the municipality.

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- B.10 Nothing herein shall be construed to prevent SMNI from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

### C. Provision of Operator Services

- C.1 BellSouth will offer to SMNI Operator Call Processing Access Service BLV/BLVI Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.
- C.2 BellSouth also will offer to SMNI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

### D. Transfer of Service Announcements

When an end user customer changes from BellSouth to SMNI, or from SMNI to BellSouth, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

### E. Coordinated Repair Calls

SMNI and BellSouth will employ the following procedures for handling misdirected repair calls:

- E.1 SMNI and BellSouth will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use

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