

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT B

PART 9 OF 13

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. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit A of Attachment 4 of this Agreement. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.10 **Cancellation.** If, at any time prior to space acceptance, Supra Telecom 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 Supra Telecom cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Supra Telecom 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.** Supra Telecom, 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 B of Attachment 4 to this Agreement.

8. RATES AND CHARGES

- 8.1 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 Supra Telecom's current billing cycle and is non-refundable.

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- 8.2 Space Preparation
- 8.2.1 Recurring Charges. Recurring charges begin on the date that Supra Telecom executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the Space Ready Date, whichever is first. If Supra Telecom fails to schedule and complete a walkthrough within fifteen (15) calendar days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Supra Telecom for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.2.2 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 Supra Telecom's equipment. Supra Telecom 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.
- 8.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for Supra Telecom's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Supra Telecom'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 Supra Telecom's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.3.1 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 Supra Telecom's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Supra Telecom'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 A of Attachment 4 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At Supra Telecom's option, Supra Telecom may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

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- 8.4 Security Escort. A security escort will be required whenever Supra Telecom 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 A of Attachment 4 of this Agreement beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Supra Telecom shall pay for such half-hour charges in the event Supra Telecom fails to show up.
- 8.5 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 Supra Telecom 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 Supra Telecom 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 Supra Telecom's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Supra Telecom 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.

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- 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 Supra Telecom 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 Supra Telecom 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 Supra Telecom's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Supra Telecom fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Supra Telecom.
- 9.5 Supra Telecom 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. Supra Telecom shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Supra Telecom's insurance company. Supra Telecom 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 Supra Telecom 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 Supra Telecom's net worth exceeds five hundred million dollars (\$500,000,000), Supra Telecom 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. Supra Telecom 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 Supra Telecom in the event that self-insurance status is not granted to Supra Telecom. If

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BellSouth approves Supra Telecom for self-insurance, Supra Telecom shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Supra Telecom's corporate officers. The ability to self-insure shall continue so long as Supra Telecom meets all of the requirements of this Section. If the Supra Telecom subsequently no longer satisfies this Section, Supra Telecom 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 Supra Telecom 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 Supra Telecom), 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 Supra Telecom's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Supra Telecom's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Supra Telecom adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Supra Telecom with a

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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, Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Supra Telecom 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. Supra Telecom shall not be required to perform this investigation if an affiliated company of Supra Telecom has performed an investigation of the Supra Telecom employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Supra Telecom has performed a pre-employment statewide investigation of criminal history records of the Supra Telecom employee for the states/counties where the Supra Telecom 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 Supra Telecom 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 Supra Telecom 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 Supra Telecom's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Supra Telecom not possessing identification issued by Supra Telecom or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Supra Telecom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Supra Telecom shall be solely responsible for ensuring that any Guest of Supra Telecom is in compliance with all subsections of this Section 12.
- 12.4 Supra Telecom shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions.

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Supra Telecom 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 Supra Telecom personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Supra Telecom chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Supra Telecom 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 Supra Telecom 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 Supra Telecom shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former contractor 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 Supra Telecom employee or agent hired by Supra Telecom 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, Supra Telecom 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, Supra Telecom will disclose the nature of the convictions to BellSouth at that time. In the alternative, Supra Telecom 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 Supra Telecom employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Supra Telecom shall furnish BellSouth, prior to an employee gaining such

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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, Supra Telecom shall promptly remove from BellSouth's Remote Site Location any employee of Supra Telecom 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 Supra Telecom is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview Supra Telecom's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Supra Telecom's Security contact of such interview. Supra Telecom and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Supra Telecom's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Supra Telecom for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Supra Telecom's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Supra Telecom for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Supra Telecom's employees, agents, or contractors and where Supra Telecom agrees, in good faith, with the results of such investigation. Supra Telecom shall notify BellSouth in writing immediately in the event that the Supra Telecom 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. Supra Telecom 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

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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 Supra Telecom's permitted use hereunder, then either Party may elect within ten (10) business 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 Supra Telecom'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 Supra Telecom, 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. Supra Telecom may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Supra Telecom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Supra Telecom. Where allowed and where practical, Supra Telecom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all

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cases where the Remote Collocation Space shall be rebuilt or repaired, Supra Telecom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Supra Telecom's permitted use, until such Remote Collocation Space is fully repaired and restored and Supra Telecom's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Supra Telecom has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Supra Telecom 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 Supra Telecom 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) business days after such taking.

15. NONEXCLUSIVITY

15.1 Supra Telecom 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.

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ATTACHMENT 5

**ACCESS TO NUMBERS
AND
NUMBER PORTABILITY**

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Exhibit A, The Local Number Portability Ordering Guide for CLECs

Exhibit B, Rates for Service Number Portability

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ACCESS TO NUMBERS and NUMBER PORTABILITY

- 1. Non-Discriminatory Access to Telephone Numbers**
 - 1.1 During the term of this Agreement, Supra Telecom shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, Supra Telecom 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 For the purposes of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will provide Supra Telecom with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Supra Telecom 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 BellSouth may request that Supra Telecom cancel all or a portion of its reservations of numbers. Supra Telecom's consent to such request shall not be unreasonably withheld.
 - 1.3 Further, upon Supra Telecom request and for the purposes of the resale of BellSouth's telecommunications services by Supra Telecom, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Supra Telecom's sole use. Such telephone number reservations shall be transmitted to Supra Telecom via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Supra Telecom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Supra Telecom's reasonable need in that particular CLLIC.
- 2. Permanent Number Portability**
 - 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim

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Service Provider Number Portability ("SPNP") is available pursuant to Section 3 of this Attachment 5.

- 2.2 BellSouth and Supra Telecom will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.
- 2.2.1 BellSouth and Supra Telecom will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.
- 2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
- 2.2.3 For porting of numbers 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.
- 2.2.4 BellSouth will provide ordering support for Supra Telecom's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 7, incorporated herein by this reference. Ordering and provisioning support required by Supra Telecom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Supra Telecom may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to Supra Telecom 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.
- 2.2.5 Supra Telecom will provide ordering support for BellSouth's PNP requests Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.
- 2.2.6 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

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- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 2.4 Supra Telecom may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 **End User Line Charge.** Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra Telecom where Supra Telecom is a subscriber to local switching or where Supra Telecom is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 2.6 **LRN-LNP employs an "N-1" Query Methodology**
- 2.6.1 For interLATA or intraLATA toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the LNP query. In this situation, the toll carrier is the N-1 carrier.
- 2.6.2 For a local call to a ported number, BellSouth or Supra Telecom, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.
- 2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.
- 2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the

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ten digit Location Routing Number (“LRN”) in accordance with the applicable industry technical standards.

2.7 SMS Administration

2.7.1 Supra Telecom and BellSouth will adhere to the Number Portability Administration Center (“NPAC”) Service Management System (“SMS”) Functional Requirements Specification (“FRS”) as described in the NANC-FRS-Number Portability Administration Center–SMS, Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

2.8 Project Management Guidelines for PNP

2.8.1 BellSouth will project manage a PNP order from Supra Telecom if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term “Project Manage” means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

2.9 Excluded Numbers

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

2.10 Mass Calling Numbers/Choke Networks

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX’s associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.

2.11 Operator Services, Line Information Database (“LIDB”) and Directory Assistance

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- 2.11.1 If Operator Services, LIDB and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.
- 2.12 If Integrated Services Digital Network User Part ("ISUP") signaling is used, BellSouth and Supra Telecom shall provide, if technically feasible, the Jurisdiction Information Parameter ("JIP") in the SS7 Initial Address Message ("IAM") in accordance with applicable industry standard technical references.
- 2.13 **Porting of PNP DID Block Numbers**
- 2.13.1 BellSouth and Supra Telecom shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and Supra Telecom shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.
3. **Service Provider Number Portability**
- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- 3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LERG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.
4. **SPNP Implementation**
- 4.1 SPNP is available only where Supra Telecom or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a

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

- 4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.
- 4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.
- 4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

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- 4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- 4.9 If SPNP is deployed by either Party and prior to conversion to PNP:
- 4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt ("EI") trunks to the requesting Party's End Office for Busy Line Verification/Busy Line Interrupt ("BLV/BLI") call requests for lines that terminate at the requesting Party's End Office;

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- 4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;
- 4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number ("TLN")-based card numbers when a customer ports its number to the Supra Telecom;
- 4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by Supra Telecom on the appropriate service request.
- 4.9.5 Supra Telecom shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all ported numbers will remain in the Public Service Answering Points ("PSAP") routing databases. When remote call forwarding ("RCF") is used, both the ported numbers and shadow numbers for a Party's ported subscribers shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.
- 4.9.6 Cutover intervals for SPNP provided to Supra Telecom end users will be at parity with the intervals experienced by BellSouth end users, BellSouth itself, or any other CLEC, in accordance with the Performance Measurements in Attachment 9, incorporated herein by this reference.
- 4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by Supra Telecom or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.

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- 4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service.
- 4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.
- 4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.
- 4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.
- 4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.
- 4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.
- 4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- 4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

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- 4.11.8 BellSouth and Supra Telecom shall offer number portability to customers for any portion of existing DID block without being required to port the entire block of DID numbers. BellSouth and Supra Telecom shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.
- 4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit B to this Attachment 5.
- 4.12 **Route Indexing**
- 4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").
- 4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.
- 4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the Supra Telecom switch where the number has been ported. The BellSouth switch shall send without a prefix the originally dialed number to Supra Telecom's switch.
- 4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, Supra Telecom may designate both methods so that calls to ported numbers are first directed to Supra Telecom's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.
- 4.12.5 For both RI-PH and DN-RI the trunks used may, at Supra Telecom's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the

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trunks shall employ SS7 or in band signaling and may be one way or two way.

5. LERG Reassignment

- 5.1 BellSouth and Supra Telecom will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

6. Rates

- 6.1 Rates for SPNP are set out in Exhibit B to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

- 6.2 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit A of Attachment 2, incorporated herein by this reference.

7. Transition to Permanent Number Portability

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

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