

**BELLSOUTH OPPOSITION**

**WC DOCKET NO. 02-238**

**EXHIBIT B**

**PART 11 OF 13**

**PON Order Status via the Web**

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<b>Step</b>	<b>Action</b>
Description	Supports on-line viewing of faxed LSR order status.
Inputs	Faxed LSRs
Outputs	CLEC-specific LSR status by PON
Notes	For faxed LSRs
<b>Fax</b>	

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<b>Step</b>	<b>Action</b>
Description	Supports the transmission of manual CLEC orders.
Inputs	Paper LSR
Outputs	Clarifications; FOCs
Notes	Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

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**Electronic Data Interchange (EDI)**

<b>Step</b>	<b>Action</b>
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

**Telecommunications Access Gateway (TAG)**

<b>Step</b>	<b>Action</b>
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth. CLEC has access to ordering and pre-ordering functionality via TAG.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

**BellSouth LNP Gateway**

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<b>Step</b>	<b>Action</b>
Description	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Inputs	· LNP LSRs, NPAC messages, EDI and TAG orders
Outputs	Rejects; Clarifications; FOCs NPAC concurrence messages Service orders to provisioning

**NPAC**

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<b>Step</b>	<b>Action</b>
Description	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Inputs	CLEC and BellSouth subscription versions.
Outputs	CLEC and BellSouth subscription versions.

**Note:**     **Interface descriptions are specific to LNP orders only.**

## 7. Frequently Asked Questions

### 7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?  
A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.
2. 2. How is a CLEC LSR validated?  
The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5.  <b>Note:</b> If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at Bell-South?  
Some reasons for an LSR to fall out of the order process are:
  - CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC

- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth will not be able to automatically send Concur SV to the CLEC Create SV.

- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

## 7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
  - If an order was sent via EDI, the response will be sent via EDI.
  - If an order was sent via TAG, the response will be sent via TAG
  - If an order was sent via fax, the response will be sent via fax.
2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?

The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

## 7.3 LSR Error Notices

1. What types of errors would require clarification?

Some examples of errors for which BellSouth will request clarification:

- Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster; Surrogate Client MemoryCall; Flexible Call Forwarding Dial Around (FCPAN))
- REF NUM are duplicated on the LSR
- LSR does not contain the minimum required fields
- Duplicate PON
- Data was entered into a prohibited field
- Busy cable & pair
- Incorrect address
- End user & central office are not in same wire center (may be wrong ACTL)
- Invalid ACT
- Invalid Q-account

- TN listed is not a working BellSouth TN
  - Listing 2 numbers to port from two different CSRs on one LSR
2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?  
If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there. CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

#### 7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?  
The most important part of a Due Date change is submitting a SUP LSR to the BellSouth LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth. Due Date changes should be requested prior to the due date and not later than the due date originally stated.
2. Why does the FOC have a Due Date which is different than the Desired Due Date?  
If the Desired Due Date on the original LSR did not adhere to BellSouth Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth Standard Interval Guide for more details.
3. Why does the CLEC have to send the Activate SV on the Due Date?  
If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

#### 7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?  
This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.
2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth?  
If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth, BellSouth will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.
3. How does CLEC know BellSouth is ready to port number?  
CLEC should complete the following steps at least the day before the due date:
- verify FOC was received
  - verify FOC due date
  - verify SV is Pending with Concurrence for all TNs on LSR

- verify SV due date is same as FOC due date for all TNs on LSR
4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?
- The telephone number and not the end user is returned to BellSouth. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order.

## 8. LNP Ordering Checklist

### 8.1 LNP Ordering Checklist

#### 1. Pre- Submission: The LSR Form for LNP

Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:

- TNs on LSR match TNs on CSR
  - LSR address is RSAG valid
2. Have you included/checked the following items:
    - Previously unassigned PON on LSR
    - Unique REF NUMs on all associated forms for LSR
    - Minimum required fields are complete
  3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
  4. Were BellSouth Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth Products and Services Interval Guide.)
  5. **NPAC Communication**  
Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)
  6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
  7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
  8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
  9. Does the Due Time have setting of 00:00?
  10. **E911 Lockdown**

The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

**Note:** This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.



## 9. Glossary of LNP Terms

### 9.1 Glossary of LNP Terms

Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth.
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.

End Office (EO)	A switching system used to provide local service for a local telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: <ul style="list-style-type: none"><li>• Remote Call Forwarding (RCF)</li><li>• Direct Inward Dialing (DID)</li><li>• Route Index Hubbing (RTI)</li></ul>
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.

Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
Local Number Portability Gateway (LNP GW)	A BellSouth System created to support LNP that: <ul style="list-style-type: none"> <li>• includes desktop application for LCSC Service Representatives.</li> <li>• is used to process LNP LSR's on-line.</li> <li>• communicates with the NPAC.</li> <li>• interfaces with the AIN database to update call routing information.</li> </ul>
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: <ul style="list-style-type: none"> <li>• unique</li> <li>• 10 digits</li> <li>• identifies the switch in which a ported number resides.</li> </ul> LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-porting the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.

North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1, 0, 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth and the CLEC's to: <ul style="list-style-type: none"><li>• maintain the master database for LNP.</li><li>• coordinate the flow of information between service providers.</li></ul>
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.
NXX	<b>End Office Code</b> A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.

Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange — Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.

Telecommunications Access Gateway  
(TAG)

TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth, and gives the CLEC access to pre-ordering and ordering functionality.

Toll Message Rate Center (TMRC)

A uniquely defined geographic area:

- created to allow for the proper rating of toll and message charges.
- appears in LERG for a wire center/switch.

Trigger Order

6-Digit Trigger – identifies NPA XXX that is portable and causes querying. 10-Digit Trigger – end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database.  
**Note:** "Trigger" is not available for all service types.

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Florida											Attachment: 5				Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Any element that can be ordered electronically will be billed according to the SOMEc rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																						
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>																						
	RCF, per number ported (Business Line)				TNPBL	2.05	0.4145	0.4145	0.0415	0.0415	1.52	11.90			1.83	1.83						
	RCF, per number ported (Residence Line)				TNPRL	2.05	0.4145	0.4145	0.0415	0.0415	1.52	11.90			1.83	1.83						
	RCF, Per Additional Path					0.7179																
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>																						
	DID per number ported (Residence)				TNPDR		0.6923	0.6923	0.6923	0.6923	1.52	11.90			1.83	1.83						
	DID per number ported (Business)				TNPDB		0.6923	0.6923	0.6923	0.6923	1.52	11.90			1.83	1.83						
	DID, per trunk termination, Initial				TNPT2	54.95	161.29	80.58	32.73	32.73	1.52	11.90			1.83	1.83						
<b>SERVICE PROVIDER NUMBER PORTABILITY (RIPH)</b>																						
	RIPH, Functionality, Per Rearrangement						20.08	20.08			1.52	11.90			1.83	1.83						
	RIPH, Per Number Ported					1.83	0.2165	0.2165	0.0216	0.0216	1.52	11.90			1.83	1.83						
	RIPH, Functionality, Per Central Ofc.						90.47	90.47	2.54	2.54	1.52	11.90			1.83	1.83						

**ATTACHMENT 6**  
**CONNECTIVITY BILLING AND RECORDING**

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**ATTACHMENT 6**

**CONNECTIVITY BILLING AND RECORDING**

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**EXHIBIT A, RATES**

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**CONNECTIVITY BILLING AND RECORDING**

**1. GENERAL**

- 1.1 This Section describes the requirements for BellSouth to bill and record all charges Supra Telecom incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to Supra Telecom's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.
- 1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, Supra Telecom will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for Supra Telecom.
- 1.3 Prior to submitting orders to BellSouth for local service, a master account must be established for Supra Telecom. Supra Telecom is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 1.4 Payment of all charges will be the responsibility of Supra Telecom. Supra Telecom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecom from Supra Telecom's end user. BellSouth will not become involved in billing disputes that may arise between Supra Telecom and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.5 Upon proof of tax exempt certification from Supra Telecom, the total amount billed to Supra Telecom will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Supra Telecom will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Supra Telecom's end user.
- 1.6 BellSouth will not perform billing and collection services for Supra Telecom as a result of the execution of this Agreement. All requests

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for billing services should be referred to the appropriate entity or operational group within BellSouth.

## **2. BILLABLE INFORMATION AND CHARGES**

- 2.1 BellSouth will bill and record in accordance with this Agreement those charges Supra Telecom incurs as a result of Supra Telecom's purchasing Billed Services from BellSouth. BellSouth will bill charges for Billed Services through Carriers Access Billing System ("CABS") or in the CABS format. BellSouth will format all bills in CBOS Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 2.2 BellSouth shall provide Supra Telecom a monthly bill that includes all charges incurred by and credits and/or adjustments due to Supra Telecom for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to Supra Telecom shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such Billed Services billed to Supra Telecom. All charges billed to Supra Telecom must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of cross boundary exchanges has been provided to Supra Telecom.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to Supra Telecom and must be a valid calendar date. Bills shall not be rendered for any charges which are incurred after the applicable statute of limitations has run or as stated in any Access Billing Supplier Quality Certification Operating Agreement. Until an Access Billing Supplier Quality Certification Operating Agreement is developed, the statute of limitations will apply. In addition, on each bill where "Jurisdiction" is identified, local charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and

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through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.

- 2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. The incremental seconds per chargeable rate element per end office will be totaled and rounded to the next whole minute. Self reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.
- 2.5 Billing Account Numbers ("BANS") will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to Supra Telecom at such time. Changes to the BellSouth billing policy will be co-ordinated with Supra Telecom and the Supra Telecom Account Team to ensure that Supra Telecom will not be adversely impacted by such changes. Supra Telecom may request that certain categories of charges be included in separate bills which are to be sent to different billing addresses. Supra Telecom will submit such request through the Bona Fide Request/New Business Request ("BFR/NBR") process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 6. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

**3. MEET POINT BILLING**

- 3.1 Where appropriate, Supra Telecom and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

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- 3.2 Supra Telecom and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the jointly provided switched exchange access service provided by Supra Telecom or BellSouth.
- 3.3 BellSouth shall provide to Supra Telecom the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to Supra Telecom in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement, and for whom BellSouth must supply to Supra Telecom MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to Supra Telecom for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and Supra Telecom.
- 3.4 BellSouth and Supra Telecom agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and Supra Telecom agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.
- 3.5 BellSouth and Supra Telecom will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and Supra Telecom will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level

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of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 3.6 If MPB data is not processed and delivered by either BellSouth or Supra Telecom and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by Supra Telecom, BellSouth or the billable IXC. Both Supra Telecom and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, the Parties shall follow the procedures set forth in Section 15 of this Attachment 6.
- 3.9 Both Parties will provide the other a single point of contact to handle any MPB questions.
- 3.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

#### **4. COLLOCATION**

- 4.1 When Supra Telecom collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to Supra Telecom pursuant to this Attachment 6. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by Supra Telecom for payment. All other non-capital recurring collocation

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expenses shall be billed to Supra Telecom in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

**5. RIGHT-OF-WAY**

- 5.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

**6. INFORMATION SERVICES**

- 6.1 The transport for 976 and other information services calls will be billed in accordance with the reciprocal compensation arrangement described in Attachment 3 of this Agreement, incorporated herein by this reference.

**7. LOCAL NUMBER PORTABILITY**

- 7.1 When an IXC terminates an interLATA or intraLATA toll call to an Supra Telecom local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that Supra Telecom shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any Service Provider Number Portability ("SPNP") fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an Supra Telecom local exchange customer whose telephone number has been ported from BellSouth, and is terminated on Supra Telecom's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

**8. ISSUANCE OF BILLS - GENERAL [ISSUE 42: OPEN**

- 8.1 BellSouth and Supra Telecom will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and Supra Telecom will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to

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month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 8.2 The bill date must be present on each bill transmitted by the Parties. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. However, both Parties recognize that situations exist that would necessitate billing beyond the one year limit as permitted by law. These exceptions include:
- 1) If the bill is in dispute;
  - 2) If the meet point billing guidelines require either Party to rely on records provided by the other Party;
  - 3) If customer provided data such as PLU or PIU factors or other ordering data is incorrect.
- 8.3 BellSouth and Supra Telecom shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.
- 8.4 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

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- 8.5 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. Supra Telecom and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 6.

## **9. ELECTRONIC TRANSMISSIONS**

- 9.1 BellSouth and Supra Telecom agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. Supra Telecom data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with Supra Telecom, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide Supra Telecom/Alpharetta its CONNECT:Direct Node ID and corresponding IP Address before the first transmission of data via CONNECT:Direct. Supra Telecom's CONNECT:Direct Node ID is "SUPRA\_CDIRECT" and IP Address is 208.153.144.142 is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. Supra Telecom will supply to BellSouth the SNODE ID and password where applicable before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 9.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

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Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TDGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

**10. TAPE OR PAPER TRANSMISSIONS**

- 10.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by Supra Telecom and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO Supra Telecom:

Tape Transmissions via U.S. Mail:	Supra Telecom
Tape Transmissions via Overnight Delivery:	Supra Telecom

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Paper Transmissions via U.S. Mail:	Supra Telecom
Paper Transmissions via Overnight Delivery:	Supra Telecom

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center
Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

- 10.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.
- 10.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. Supra Telecom reserves the right to destroy a tape that has been determined to have unrecoverable errors. Supra Telecom also reserves the right to replace a tape with one of equal or better quality.
- 10.4 Billing data tapes shall follow CBOS standards.

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10.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

10.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

<b>Volume 1</b>	<b>Volume label</b>
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

10.7 The Standard Volume Label Format (Vol. 1) is described below:

<b>FIELD NAME</b>	<b>CONTENTS</b>
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.

Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.
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10.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVI, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.

FIELD NAME	CONTENTS
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

10.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS2, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.

Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value            9-Track Tape 3                    1600 (PE) 4                    6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A    Contains ASCII control characters M    Contains machine control characters b    Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B    Blocked records S    Spanned records R    Blocked and spanned records b    No blocked and no spanned records.

Reserved (8 bytes)	Bytes 40-42 - reserved for future use –should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

**11. TESTING REQUIREMENTS**

11.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to Supra Telecom bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, Supra Telecom will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

11.2 BellSouth shall provide to Supra Telecom's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth's originating or state level company code so that it may be added to Supra Telecom's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

11.3 Test tapes containing the transmitted Supra Telecom billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	Supra Telecom
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**12. ADDITIONAL REQUIREMENTS**

12.1 BellSouth agrees that if it transmits data to Supra Telecom in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for Supra Telecom to process billing information and data:

12.1.1 The BAN shall not contain embedded spaces or low values.

12.1.2 The Bill Date shall not contain spaces or non-numeric values.

12.1.3 Each bill must contain at least one detail record.

12.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

12.1.5 The Invoice Number must not have embedded spaces or low values.

**13. BILL ACCURACY CERTIFICATION**

13.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and accountable for transmitting to Supra Telecom an accurate and current bill. BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by Supra Telecom. Accordingly, at Supra Telecom's option on a connectivity by connectivity basis, Supra Telecom and BellSouth agree to model, for the purposes of this Agreement, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by Supra Telecom and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point Supra Telecom and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

**14. PAYMENT OF CHARGES**

14.1 Subject to the terms of this Agreement, Supra Telecom and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Supra Telecom specifies), payment will be made on the preceding business day.

14.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and Supra Telecom shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. Supra

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Telecom will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to Supra Telecom with only one address to which such payments shall be rendered. In the event Supra Telecom receives multiple bills from BellSouth which are payable on the same date, Supra Telecom may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if Supra Telecom provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

**15. BILLING DISPUTES**

- 15.1 On a connectivity by connectivity basis and until such time as a pre-certification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.
- 15.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 15.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 15.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 16 of this Attachment 6. If a party disputes charges and the dispute is resolved in favor of such party, the

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other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

- 15.5 BellSouth and Supra Telecom may withhold payment of charges disputed in good faith during the pendency of the dispute. BellSouth and Supra may not withhold payment of undisputed charges. BellSouth shall be permitted to disconnect Supra for nonpayment of undisputed charges.

**16. LATE PAYMENT CHARGES**

- 16.1 If either Party fails to remit payment for any charges described in this Attachment 6 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by Supra Telecom, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line services, Section B2 of the Private Line Service Tariff; and for access services, Section E2 of the Access Service Tariff. For bills rendered by Supra Telecom for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by Supra Telecom on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

**17. DISCONTINUANCE OF SERVICE**

- 17.1 The procedures for discontinuing service to an end user are as follows:

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- 17.1.1 Where possible, BellSouth will deny service to Supra Telecom's end user on behalf of, and at the request of, Supra Telecom. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Supra Telecom.
- 17.1.2 At the request of Supra Telecom, BellSouth will disconnect a Supra Telecom end user.
- 17.1.3 All requests by Supra Telecom for denial or disconnection of an end user for nonpayment must be in writing.
- 17.1.4 Supra Telecom will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 17.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 17.2 The procedures for discontinuing service to Supra Telecom are as follows:
  - 17.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities by Supra Telecom.
  - 17.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecom, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Supra Telecom to receive notices of noncompliance, and discontinue the provision of existing services to Supra Telecom at any time thereafter.
  - 17.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.
- 17.3 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and Supra Telecom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Supra Telecom without further notice.
  - 17.3.1 If payment of undisputed charges is not received or arrangements made for payment by the date given in the written notification, Supra

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Telecom's services will be discontinued. Upon discontinuance of service on a Supra Telecom's account, service to Supra Telecom's end users will be denied. BellSouth will also reestablish service at the request of the end user or Supra Telecom upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Supra Telecom is solely responsible for notifying the end user of the proposed disconnection of the service.

- 17.3.2 If within fifteen days after an end user's service has been denied, Supra Telecom has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.

**18. ADJUSTMENTS**

- 18.1 Subject to the terms of this Attachment 6, BellSouth will adjust incorrect billing charges to Supra Telecom. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

**19. REVENUE PROTECTION**

- 19.1 Where BellSouth services are being resold and where Supra Telecom is using a BellSouth port, Supra Telecom will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.
- 19.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues.
- 19.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.
- 19.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such

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unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

**20. PROVISION OF CUSTOMER USAGE DATA**

- 20.1 This Section sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data to Supra Telecom.
- 20.1.1 BellSouth shall provide Supra with billing records in compliance with EMI specifications, including all EMI standard records and fields applicable to that call type. All such billing records shall be delivered to Supra Telecom in CABS format.
- 20.2 Rates for usage files provided by either Party are found in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 20.3 Line Information Database ("LIDB") is a database system designed to provide for validation of calling card and other billing information. LIDB provides screening validation on operator assisted calls on billing number records and is offered under a separate agreement. The Parties' agreement relating to LIDB Storage is included as Exhibit B to this Attachment 6, incorporated herein by this reference.
- 20.4 RAO Hosting is the process by which a telecommunications company agrees to "host" another company solely for the purpose of message exchange over the Centralized Message Distribution System ("CMDS"). RAO Hosting includes the following: RAO Code Assignment, Message Exchange via the CMDS system, and Inter-Company Settlements. The Parties' RAO Hosting Agreement is included as Exhibit C to this Attachment 6, incorporated herein by this reference.
- 20.5 Optional Daily Usage File ("ODUF") contains billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to the Supra Telecom account. The Parties' ODUF agreement is included as Exhibit D to this Attachment 6, incorporated herein by this reference.
- 20.6 Enhanced Optional Daily Usage File ("EODUF") provides usage data for local calls originating from resold Flat Rate Business and Residential Lines. The Parties' EODUF agreement is included as Exhibit E to this Attachment 6, incorporated herein by this reference.
- 20.7 Access Daily Usage File ("ADUF") contains access messages associated with a port that Supra Telecom has purchased from

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BellSouth. The Parties' ADUF agreement is included as Exhibit F to this Attachment 6, incorporated herein by this reference.

**21. LOCAL ACCOUNT MAINTENANCE**

- 21.1 When BellSouth provides unbundled local switching to Supra Telecom (e.g., where Supra Telecom is reselling BellSouth's services or is employing loop port combination to provide local service) BellSouth shall provide local account maintenance information and service as described herein.
- 21.2 When notified by a CLEC (or from the end user to change to the ILEC service) that an Supra Telecom end user has switched its local service to the other CLEC's service (or to BellSouth), BellSouth shall send Supra Telecom a loss notification message to inform Supra Telecom that its end user has switched to another CLEC (or to BellSouth). The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.
- 21.3 BellSouth shall send loss notification messages to Supra Telecom six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.
- 21.4 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by Supra Telecom. When an Supra Telecom local end user switches its IXC, Supra Telecom will enter the PIC change into the current local order system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.
- 21.5 When Supra Telecom is notified by an intraLATA or interLATA carrier using a Transaction Code ("TC") "01" PIC order record than an Supra Telecom local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to Supra Telecom. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' (for resale or UNE-P) or a '3150' (for ported numbers) reject transaction record, and shall populate the Supra Telecom provided Supra Telecom Operating Company Code on the reject record. The intraLATA and interLATA carrier should redirect the TC01 order to Supra Telecom for processing the PIC.

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**LINE INFORMATION DATA BASE ("LIDB")**  
**STORAGE AGREEMENT**

**1. SCOPE**

- 1.1 This Exhibit sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Supra Telecom and pursuant to which BellSouth, its LIDB customers and Supra Telecom shall have access to such information. Supra Telecom understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Exhibit, shall be available to those telecommunications service providers.
- 1.2 Definitions
- 1.2.1 Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 1.2.2 Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 1.2.3 Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- 1.2.4 Calling Card number - a billing number plus PIN number assigned by BellSouth.
- 1.2.5 PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- 1.2.6 Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

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- 1.2.7 Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 1.2.8 Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 1.2.9 Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Local Exchange Company.
- 1.3 LIDB is accessed for the following purposes:
- Billed Number Screening
  - Calling Card Validation
  - Fraud Control
- 1.4.1 BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Supra Telecom within 2 hours of fraud alerts so that the Supra Telecom may take action it deems appropriate. At Supra Telecom's request, BellSouth shall block and restrict calling card, third party billing and collect call, and validation in its LIDB within two (2) hours of receiving Supra Telecom's request. Local Exchange Company understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Exhibit, in the same manner as BellSouth's data for BellSouth's end users. BellSouth shall not be responsible to Supra Telecom for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 1.4.2 Supra Telecom understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Supra Telecom further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Supra Telecom understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in

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the LIDB and such data which it includes in the LIDB on Supra Telecom's behalf pursuant to this Exhibit. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Supra Telecom's data from BellSouth's data and the Parties execute appropriate amendments hereto, the following terms and conditions shall apply:

- 1.4.2.1 Supra Telecom agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Supra Telecom's end user accounts which are resident in LIDB pursuant to this Exhibit. Supra Telecom's authorizes BellSouth to place such charges on Supra Telecom's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Supra Telecom hereby takes responsibility include, but are not limited to, collect and third number calls.
- 1.4.2.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- 1.4.2.3 Supra Telecom shall have the responsibility to render a billing statement to its end users for these charges, but Supra Telecom's obligation to pay BellSouth for the charges billed shall be independent of whether Supra Telecom is able or not to collect from the Supra Telecom's end users.
- 1.4.2.4 BellSouth shall not become involved in any disputes between Supra Telecom and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Supra Telecom. It shall be the responsibility of the Supra Telecom and the other entity to negotiate and arrange for any appropriate adjustments.

## **2. FEES FOR SERVICE AND TAXES**

- 2.1 – Supra Telecom will not be charged a fee for storage services provided by BellSouth to Supra Telecom, as described in Section I of this Exhibit.

## **3. MISCELLANEOUS**

- 3.1 It is understood and agreed to by the parties that BellSouth may provide similar services to other companies.

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- 3.2 All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.
- 3.3 This Exhibit constitutes the entire agreement between Supra Telecom and BellSouth which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
4. **RESALE**
- 4.1 This Section sets forth the terms and conditions for Supra Telecom's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Supra Telecom, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section 1.3 of this Exhibit A.
- 4.2 Responsibilities of Parties
- 4.2.1 BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Supra Telecom will request any toll billing exceptions via the Local Service Request ("LSR") form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- 4.2.2 Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Supra Telecom. BellSouth will not issue line-based calling cards in the name of Supra Telecom's individual end users. In the event

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that Supra Telecom wants to include calling card numbers assigned by Supra Telecom in the BellSouth LIDB, a separate agreement is required.

- 4.2.3 BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- 4.2.4 BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
  - 4.2.4.1 Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
  - 4.2.4.2 Determine whether the Supra Telecom has identified the billing number as one which should not be billed for collect or third number calls, or both.

**RAO HOSTING**

- 1 RAO Hosting, Calling Card and Third Number Settlement System (“CATS”) and Non-Intercompany Settlement System (“NICS”) services provided to Supra Telecom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth. BellSouth shall provide Supra Telecom with notice of such revisions sixty (60) days prior to implementation.
- 2 Supra Telecom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3 Applicable compensation amounts will be billed by BellSouth to Supra Telecom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4 Supra Telecom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (“CMDS”) interfacing host, require written notification from Supra Telecom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Supra Telecom and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from Supra Telecom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Supra Telecom.
- 7 All data received from Supra Telecom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to

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that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- 8 All data received from Supra Telecom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor [currently Telcordia (formerly BellCore)].
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecom and will forward them to Supra Telecom on a daily basis.
- 10 Transmission of message data between BellSouth and Supra Telecom will be via CONNECT: Direct.
- 11 All messages and related data exchanged between BellSouth and Supra Telecom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12 Supra Telecom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13 Should it become necessary for Supra Telecom to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecom to notify all affected Parties.
- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecom) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecom) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could

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not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 15        Should an error be detected by the EMI format edits performed by BellSouth on data received from Supra Telecom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecom of the error condition. Supra Telecom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Supra Telecom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16        In association with message distribution service, BellSouth will provide Supra Telecom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17        In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18        RAO Compensation
- 18.1      Rates for message distribution service provided by BellSouth for Supra Telecom are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 18.2      Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.
- 18.3      - Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecom for the purpose of data transmission. Where a dedicated line is required, Supra Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is

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required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecom. Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecom will be the responsibility of Supra Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 18.4 All equipment, including modems and software, that is required on Supra Telecom's end for the purpose of data transmission will be the responsibility of Supra Telecom.
- 19 Intercompany Settlements Messages
- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Supra Telecom and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by Supra Telecom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Supra Telecom, involves a company other than Supra Telecom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once Supra Telecom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Supra Telecom. BellSouth will distribute copies of these reports to Supra Telecom on a monthly basis.

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- 19.5 BellSouth will receive the monthly CATS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Supra Telecom.  
BellSouth will distribute copies of these reports to Supra Telecom on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by Supra Telecom from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. BellSouth will remit the revenue billed by Supra Telecom to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecom via a monthly Carrier Access Billing System ("CABS") miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by Supra Telecom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecom. BellSouth will remit the revenue billed by Supra Telecom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecom via a monthly CABS miscellaneous bill.
- 19.8 BellSouth and Supra Telecom agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

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