

# **BELLSOUTH® / CLEC Agreement**

## **Customer Name: Level 3 Communications, L.L.C.**

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Level 3 Communications, L.L.C.**

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## NETWORK INTERCONNECTION

### 1. GENERAL

- 1.1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:
- 1.1.2 To the extent BellSouth orders local interconnection from, or exchanges traffic with Level 3 under this Attachment 3, the provisions of Section 1.2.2 "Payment responsibility", Section 1.3 "Payment Due", Section 1.6 "Late Payment", and Section 2 "Billing Disputes" of Attachment 7 will apply on a reciprocal basis to BellSouth.

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

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

- 2.1.8 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.1.9 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Level 3.
- 2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center, where the IP is not located within the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **BellSouth Trunk Group (also known as a "Reciprocal Trunk Group")** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Level 3.
- 2.1.14 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.15 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.16 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.

### 3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Level 3 owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

3.2.1 An initial IP shall be established in each LATA in which Level 3 originates, terminates, or exchanges Local Traffic or ISP-bound Traffic and interconnects with BellSouth. Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, may establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s).

3.2.2 Additional Interconnection Points in a particular LATA will be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional interconnection points within a LATA either:

i) Level 3 at its sole option will establish a physical POI at each access or local tandem in the LATA in which Level 3 originates, terminates, or exchanges Local Traffic or ISP-bound Traffic, and each end office where Level 3 maintains a physical collocation arrangement (but only for those trunk groups associated with that end office), or

ii) The Parties will establish an additional IP where the traffic at the proposed additional Interconnection Point(s) in a particular LATA has exceeded 8.9 million minutes of Local Traffic, and/or ISP-bound Traffic per month for three consecutive months. Additionally, any end office to be designated as an Interconnection Point must be more than 20 miles from an existing Interconnection Point. BellSouth will not designate an Interconnection Point where physical or virtual collocation space or BellSouth fiber connectivity is not available, and BellSouth will not designate more than one Interconnection Point per Local Calling area unless such local calling area exceeds sixty (60) miles in one direction, in which case additional Interconnection Points may only be established in that local calling area pursuant to the other criteria set forth in this section. Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of a location of such Interconnection Point. Should the Parties disagree that the traffic volumes justify an additional Interconnection Point, the Parties shall follow the Dispute Resolution process under this Agreement to determine whether and how the additional Interconnection Point should be established.

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

- 3.3.1 With the exception of Transit Traffic, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring, nonrecurring or proportional use charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic (non-transit) and/or ISP-bound Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Interconnection Point.
- 3.3.1.1 Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point as required by Section 1.1.1.1 and this Section 1.2.1, such facilities are not subject to “bill and keep,” but shall be purchased in accordance with 1.2.2 and 1.2.3. Nothing in this Section affects either Party’s obligation set forth in Section 5.1.
- 3.3.2 In lieu of providing facilities on its side of Interconnection Point, either Party may purchase Local Channel facilities from the other Party. The portion of Local Channel facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 3.3.3 Additionally, in lieu of providing facilities on its side of the Interconnection Point, either Party may purchase, Dedicated Interoffice Transport facilities. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 3.4 **Fiber Meet**
- 3.4.1 Notwithstanding Section 3.2.1, and 3.2.2 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical

Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Level 3 Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Level 3, BellSouth shall allow Level 3 access to the fusion splice point for the Fiber Meet point for maintenance purposes on Level 3's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

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

- 4.1 BellSouth and Level 3 shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Subject to the requirements of section 3.2.1 and 3.2.2 above, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver Local Traffic, ISP-bound Traffic,

IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment.”

- 4.3 Notwithstanding the forgoing, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.4 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Level 3’s NXX access tandem homing arrangement as specified by Level 3 in the LERG.
- 4.5 Level 3 interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, or (2) requires special BellSouth switch translations and other network modifications will require Level 3 to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11 of this Agreement.
- 4.6 Subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding, recurring and nonrecurring rates associated with interconnecting trunk groups for that carry an originating party’s traffic on the terminating party’s network between BellSouth and Level 3 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate party’s tariff for switched access services as filed and effective with the FCC or Commission.
- 4.7 Where BellSouth provides the transiting service, Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.9 In cases where Level 3 desires to route Level 3’s originated Switched Access Traffic (i.e., where a BST end user is using Level 3 as their long distance carrier) over Level 3’s local interconnection trunk groups, Level 3 may make such a request, via submission of an NBR in accordance with Attachment 11 of this Agreement. .

4.10 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Level 3's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.12 **Interconnection Trunk Groups for Exchange of Local Traffic and ISP-Bound Traffic and Transit Traffic**

4.13 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA. The Parties recognize that one-way interconnection trunks may exist. Where the parties have mutually agreed to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other and have agreed as to the appropriate location of the IP for such two-way interconnection trunk groups, the Parties agree to negotiate a transition plan to migrate the existing one-way trunks to two-way trunks on a trunk group basis. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties will mutually develop a reasonable transition plan and reasonably project manage the transition

4.13.1 **BellSouth Access Tandem Interconnection**

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

#### 4.13.1.1 **Basic Architecture**

In the basic architecture, Level 3's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide IntraTandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

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

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides IntraTandem Access for Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides IntraTandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C

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

The two-way trunk group Architecture establishes one two-way trunk group to provide IntraTandem Access for the exchange of Local Traffic, ISP-bound Traffic

and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit

D.

#### 4.13.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide IntraTandem Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E

#### 4.13.1.5 **Multiple Tandem Access Interconnection**

4.13.1.5.1 Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem

access interconnection (MTA) for , Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines

4.13.1.5.2 Level 3 may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Level 3 will be delivered to and from IXCs based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.

4.13.1.5.3 Level 3 shall compensate BellSouth for MTA used to switch and transport Level 3's originating traffic at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment. These charges shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not charge for MTA used to switch and transport BellSouth's originating traffic.

4.13.1.5.4 To the extent Level 3 does not purchase MTA in a LATA served by multiple access tandems, Level 3 must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Level 3 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Level 3 shall pay BellSouth the associated MTA charges, but only with respect to Level 3 originated traffic.

#### 4.13.2 **Local Tandem Interconnection**

4.13.2.1.1 Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

- 4.13.2.1.2 When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3’s codes. Likewise, Level 3 shall obtain its routing information from the LERG
- 4.13.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Level 3 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Level 3 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff).
- 4.13.2.3 BellSouth’s provisioning of Local Tandem Interconnection assumes that Level 3 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems to the extent required by the Act.
- 4.13.3 **Direct End Office-to-End Office Interconnection**
- 4.13.3.1.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis
- 4.13.3.2 The Parties shall utilize direct end office-to-end office trunk groups subject to the requirements with respect to establishment of and responsibility for IPs as set forth herein, under any one of the following conditions:
- 4.13.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that

will alleviate the tandem capacity shortage and ensure completion of traffic between Level 3 and BellSouth.

4.13.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Level 3’s switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three consecutive months, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

#### 4.13.4 Transit Traffic Trunk Group

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Level 3 to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

##### 4.13.4.1 Toll Free Traffic

4.13.4.1.1 If Level 3 chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth’s switches, all Level 3 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

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

4.13.5 All post-query Toll Free calls for which Level 3 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## 5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

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

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible. At such time as Level 3 has definite plans to directly interconnect its signaling network with BellSouth's signaling network, upon Level 3's written request, the Parties agree to meet to negotiate the appropriate compensation methodology for such local signal messaging.

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

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge

number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for Local Traffic and ISP- Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Within six (6) months after execution of this Agreement, Level 3 shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Level 3's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.8 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks), BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities

- 5.8.1.1 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Level 3 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.8.2 Once initial interconnection trunk forecasts have been developed, Level 3 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Level 3 shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria and prior operating history between the companies, where

applicable. The Parties shall continue to develop BellSouth Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.8.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

## 5.9 **Trunk Utilization**

5.9.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Level 3 shall monitor traffic on each interconnection BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.1.1 following, BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.9.1.1 BellSouth's CISC will notify Level 3 of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement.

5.9.2 For the two-way trunk groups, BellSouth and Level 3 shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour

utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.3.1 following, BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.9.2.1 BellSouth's LISC will notify Level 3 of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of greater than eighty percent (80%), unless otherwise mutually agreed, the Parties shall augment the trunk groups as soon as commercially reasonable in order to bring the utilization to eighty percent (80%).

## **6. LOCAL DIALING PARITY**

6.1 BellSouth and Level 3 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

## **7. INTERCONNECTION COMPENSATION**

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

7.1.1 For purposes of this Attachment and for intercarrier compensation between the Parties Local Traffic is defined as any call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits)
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Level 3 agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Level 3 further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.2 The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic at the rate of \$0.0007 per minute of use. For ISP-bound Traffic exchanged from the Effective Date of this Agreement until the expiration date of this Agreement, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand or as otherwise mutually agreed.
- 7.2.1 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore for minutes of use.
- 7.2.2 Except as otherwise stated in this Agreement, nothing shall prevent Level 3 from purchasing, acquiring or otherwise obtaining and integrating the Local Traffic and ISP-bound Traffic switching operations or accounts of a third party telecommunications carrier into Level 3's business. BellSouth shall not be responsible for paying any more, and BellSouth reserves its right to argue that it should pay less, than the reciprocal compensation BellSouth may have otherwise been billed for with respect to such telecommunications carrier prior to the transaction by Level 3.
- 7.2.3 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections and below and to Multiple Tandem Access as described in Section above.
- 7.2.4 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However,

without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other for any compensation in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request to amend the Agreement. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.2.4 affects the obligations imposed on the Parties to compensate each other for Local Traffic and ISP-bound Traffic as those terms are defined in this Attachment. In the event of a conflict between this Section and the BellSouth Jurisdictional Factors Guide attached hereto, this Section controls

### 7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide attached hereto as Exhibit F, as it is amended from time to time as mutually agreed by the Parties.

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

7.3.2 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F as it is amended from time to time

as mutually agreed by the Parties. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

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

7.3.4 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Level 3 shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

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

7.4.1 The parties have been unable to agree as to the appropriate compensation to be paid for 8YY calls bearing translated NPA-NXX codes to NPA-NXX codes that are local to the point where the traffic is handed off will be rated as Local Traffic . Accordingly, each Party reserves its rights to dispute through the Billing Dispute process in Attachment 7, Section 2 of this Agreement whether the appropriate compensation to be paid for 8YY calls bearing translated NPA-NXX codes to NPA-NXX codes that are local to the point where the traffic is handed off should

be rated as Local Traffic. Notwithstanding the foregoing, each Party will pay the other Party the database query charge as set forth in the applicable Party's intrastate or interstate switched access tariffs as applicable, as filed and effective with the FCC or Commission

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Level 3 requires interconnection from Level 3 to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Level 3 shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Level 3 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
- 7.5.1 Switched Access Traffic Switched Access Traffic is defined as telephone calls requiring local transmission and switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services.
- 7.5.1.1 The Parties agree that phone-to-phone calls that utilize Voice-Over-Internet Protocol ("VOIP") and which calls originate and terminate on the circuit switched telephone network -i.e., originate and terminate in time division multiplexing format (TDM) format - in different local calling areas, but which is transported using Internet protocol between those points, constitutes telecommunications traffic and is Switched Access Traffic and properly subject to the effective intrastate and interstate switched access tariffs of the originating and terminating carriers.
- 7.5.1.2 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries constitute Switched Access Traffic ("Disputed VoIP"). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of Disputed VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the

nature of such traffic and the compensation payable by the Parties for such traffic, if any.

- 7.5.1.3 The Parties agree that this section 7.5.1, shall expire six months after the Effective Date of this Agreement. During the period between the Effective Date of the Agreement and the expiration of this section 7.5.1, the Parties will continue to negotiate how intercarrier compensation for Disputed VoIP will be treated to reach a mutually agreeable resolution. If, as of the expiration of this section, the Parties have not yet reached such a resolution then a request for negotiation pursuant to Section 252(b)(1) as to the subject matter of this section 7.5.1 will be deemed to have been automatically provided by BellSouth one hundred and thirty-five days prior to the expiration of this section. Both Parties have the period between the one hundred and thirty-fifth day and the one hundred and sixtieth day (inclusive) to file a timely petition with the respective state public service commission. This section shall continue in effect for the period from the one hundred and thirty-fifth day and the one hundred and sixtieth day (inclusive) in order to file a timely petition with the respective state public service commission. Nothing in the section 7.5.1 shall be interpreted to prevent the Parties from mutually agreeing to extend the termination date for expiration of this section and the concomitant automatic date of the request for negotiations.
- 7.5.1.4 Except as otherwise provided in this agreement, during the effective time and after the expiration of this Section, 7.2.4, neither Party will take any action to disconnect, impair, block, fail to provision, fail to support or otherwise degrade the quality of Disputed VoIP.
- 7.5.2 If the BellSouth End User chooses Level 3 as their presubscribed interexchange carrier, or if the BellSouth End User uses Level 3 as an interexchange carrier on a 101XXXX basis, BellSouth will charge Level 3 the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's FCC or Commission filed and effective Access Services Tariff, as appropriate.
- 7.5.4 When Level 3's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Level 3 as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

- 7.5.4.1 When Level 3's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Level 3, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.6 **Transit Traffic**
- 7.6.1 BellSouth shall provide tandem switching and transport services for Level 3's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable BellSouth Switched Access tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Level 3 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment. Traffic between Level

3 and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as such meet point billing is established, traffic originated by Wireless Type 2A third parties or a third party CLEC utilizing BellSouth switching shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Level 3 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Level 3, subject to Section 7.5.1 above. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Level 3-originated Transit Traffic, Level 3 shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

7.6.3 If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3 network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures