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OFFICE OF THE
EXECUTIVE SECRETARY

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

615 214 6301
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January 25, 2002

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Generic Docket to Establish Generally Available Terms and Conditions for Interconnection*
Docket No. 01-00526

Dear Mr. Waddell:

Pursuant to the Authority's January 11, 2002 Notice of Filing, enclosed are the original and thirteen copies of the modified interconnection agreement with amendments, including revised rate sheets, in red-lined format. Copies of the enclosed are being provided to counsel of record.

~~Very~~ truly yours,

Guy M. Hicks

GMH:ch

430732

CERTIFICATE OF SERVICE

I hereby certify that on January 25, 2002, a copy of the foregoing document was served on the parties of record as indicated:

[ ] Hand
[X] Mail
[ ] Facsimile
[ ] Overnight

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Boult, Cummings, et al.
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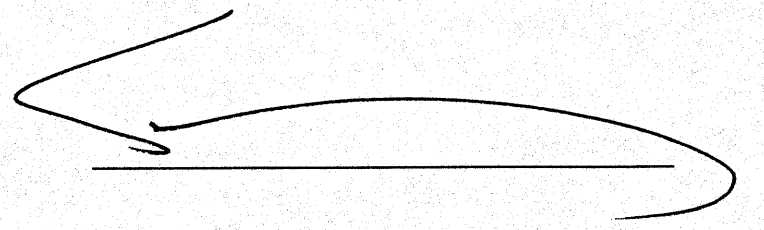
William C. Carriger, Esquire
Strang, Fletcher, et al.
One Union Square, #400
Chattanooga, TN 37402

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James P. Lamoureux, Esquire
AT&T
1200 Peachtree St., NE, #4068
Atlanta, GA 30367

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Timothy Phillips, Esquire
Office of Tennessee Attorney General
P. O. Box 20207
Nashville, TN 37202



AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and <<customer_name>>, a _____corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or <<customer_name>> or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the stateof Tennessee; and

WHEREAS, <<customer_name>> is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, <<customer_name>> wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and <<customer_name>> agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Authority or TRA is defined as the Tennessee Regulatory Authority .

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's incumbent area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

1.1 The certificate numbers for <<customer_name>> for Tennessee is:

Tennessee _____

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the BellSouth incumbent territory in Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the TRA to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the TRA does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without TRA intervention, the terms, conditions and prices ultimately ordered by the TRA, or negotiated by the Parties, shall be effective as of the date of execution of this agreement.

2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance

with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to <<customer_name>> pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) <<customer_name>> either is not certified as a CLEC in Tennessee or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

3.1 <<customer_name>> shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

4.1 When <<customer_name>> purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to <<customer_name>> shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of <<customer_name>> shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by <<customer_name>>.

5. White Pages Listings

5.1 BellSouth shall provide <<customer_name>> and their customers access to white pages directory listings under the following terms:

5.2 Listings. <<customer_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_name>> residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between <<customer_name>> and BellSouth subscribers.

5.2.1 Rates. So long as <<customer_name>> provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to <<customer_name>> one (1) primary White Pages listing per <<customer_name>> subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting <<customer_name>> Subscriber Information are found in The BellSouth Business Rules for Local Ordering, incorporated herein by this reference.

5.3.1 Notwithstanding any provision(s) to the contrary, <<customer_name>> shall provide to BellSouth, and BellSouth shall accept, <<customer_name>>'s Subscriber Listing Information (SLI) relating to <<customer_name>>'s customers in the geographic area(s) covered by this Interconnection Agreement. <<customer_name>> authorizes BellSouth to release all such <<customer_name>> SLI provided to BellSouth by <<customer_name>> to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such <<customer_name>> SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain TRA approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the TRA has approved modifications to such tariff.

5.3.2 No compensation shall be paid to <<customer_name>> for BellSouth's receipt of <<customer_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_name>> SLI, <<customer_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_name>> under this Agreement. <<customer_name>> shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys'

fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_name>> listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

5.4 Unlisted/Non-Published Subscribers. <<customer_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_name>> customers that wish to be omitted from directories.

5.5 Inclusion of <<customer_name>> Customers in Directory Assistance Database. BellSouth will include and maintain <<customer_name>> subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and <<customer_name>> shall provide such Directory Assistance listings at no recurring charge. BellSouth and <<customer_name>> will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord <<customer_name>>'s directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to <<customer_name>>'s customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.

5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_name>> subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

6.1 BellSouth shall, upon request of <<customer_name>>, provide to <<customer_name>> access to its network elements at any technically feasible point for the provision of <<customer_name>>'s telecommunications service where such access is necessary and failure to provide access would impair the ability of <<customer_name>> to provide services that it seeks to offer. Any request by <<customer_name>> for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.

6.2 <<customer_name>> shall submit any BFR/NBR in writing to <<customer_name>>'s Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include <<customer_name>>'s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for <<customer_name>>, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to <<customer_name>> end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for <<customer_name>> end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to <<customer_name>>. Where BellSouth is providing to <<customer_name>> telecommunications services for resale or providing to <<customer_name>> the local switching function, then <<customer_name>> agrees that in those cases where <<customer_name>> receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <<customer_name>> end users, and where <<customer_name>> does not have the requested information, <<customer_name>> will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

8. Liability and Indemnification

8.1 <<customer_name>> Liability. In the event that <<customer_name>> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of <<customer_name>> under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to <<customer_name>> for any act or omission of another telecommunications company providing services to <<customer_name>>.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

8.3.3 Neither BellSouth nor <<customer_name>> shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. <<customer_name>> is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, <<customer_name>> may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service

against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

9.4.2 obtain a license sufficient to allow such use to continue.

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

10. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and <<customer_name>>, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information

(collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or the TRA , or to support a request for arbitration or an allegation of failure to negotiate in good faith.

10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10.8 Assignments

10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of <<customer_name>>, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the TRA for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the TRA concerning this Agreement.

12. Taxes

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

13.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Adoption of Agreements

14.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to <<customer_name>> any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

15. Modification of Agreement

15.1 If <<customer_name>> changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of <<customer_name>> to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

15.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of <<customer_name>> or BellSouth to perform any material terms of this Agreement, <<customer_name>> or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

16. Non-waiver of Legal Rights

16.1 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

17. Severability

17.1 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

18. Waivers

18.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

19. Governing Law

19.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

20. Arm's Length Negotiations

20.1 This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

21. Notices

21.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

<<customer_name>>

_____
_____
_____

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

21.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21.3 Notwithstanding the foregoing, BellSouth may provide <<customer_name>> notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per TRA Orders. BellSouth will also post changes

to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

22. Rule of Construction

22.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

23. Headings of No Force or Effect

23.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

24. Multiple Counterparts

24.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. Implementation of Agreement

25.1 If <<customer_name>> is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template that may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

26. Filing of Agreement

26.1 Upon execution of this Agreement it shall be filed with the TRA pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the TRA imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, <<customer_name>> shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by <<customer_name>>. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the TRA unless and until such time as <<customer_name>> is duly certified as a local exchange carrier in Tennessee , except as otherwise required by the TRA. .

27. **Compliance with Applicable Law**

27.1 Each Party shall comply at its own expense with Applicable Law.

28. Necessary Approvals

28.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

29. Good Faith Performance

29.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

30. Nonexclusive Dealings

30.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to <<customer_name>> as a requesting carrier under the Act).

31. Rate True-Up

31.1 This section applies to Local Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement.

31.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

31.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the TRA which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the TRA shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement.

31.4 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the TRA to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting Agreement with the TRA as a "negotiated Agreement" under Section 252(e) of the Act.

31.5 An effective order of the TRA that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the TRA and shall be binding upon BellSouth and CLEC-1 specifically or upon all carriers generally, such as a generic cost proceeding.

32. Survival

32.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. Establishment of Service

If BellSouth is informed that an unauthorized change in local service to <<customer_name>> has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess <<customer_name>> as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the TRA will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and <<customer_name>>.

34. Entire Agreement

34.1 This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34.2 **This Agreement may include attachments with provisions for the following services:**

Network Elements and Other Services
Local Interconnection

Resale
Collocation

34.3 **The following services are included as options for purchase by <<customer_name>>. <<customer_name>> may elect to purchase said services by written request to its Account Manager if applicable:**

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	**<<customer_name>>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1

Resale

Table of Contents

1. Discount Rates 3
2. Definition of Terms 3
3. General Provisions 3
4. BellSouth's Provision of Services to <<customer_name>> 8
5. Maintenance of Services 9
6. Establishment of Service 10
7. Payment And Billing Arrangements 11
8. Discontinuance of Service 14
9. Line Information Database (LIDB) 16
10. RAO Hosting 16
11. Optional Daily Usage File (ODUF) 16
12. Enhanced Optional Daily Usage File (EODUF) 16

Exhibit A – Resale Restrictions 18
Exhibit B – Line Information Database (LIDB) Storage Agreement 19
Exhibit C – Optional Daily Usage File (ODUF) 23
Exhibit D – Enhanced Option Daily Usage File (EODUF) 27
Exhibit E – Resale Discounts and Rates ..... Exhibit E

RESALE

1. Discount Rates

1.1 The discount rates applied to <<customer_name>> purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. The discount has been determined by the TRA to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by <<customer_name>> for the purposes of resale to <<customer_name>>'s End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the TRA to provide local exchange service within BellSouth's incumbent area.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 RESALE means an activity wherein a certificated CLEC, such as <<customer_name>>, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to <<customer_name>> for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers.

3.1.1 When <<customer_name>> provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

3.1.2 If <<customer_name>> provides its own operator services and directory services, the discount shall be 21.56%. <<customer_name>> must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

3.2 <<customer_name>> may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 <<customer_name>> must resell services to other End Users.

3.2.2 <<customer_name>> must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant this Agreement.

3.2.3 <<customer_name>> cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.3 <<customer_name>> will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from <<customer_name>> for said services.

3.4 <<customer_name>> will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of <<customer_name>>. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <<customer_name>>. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When a subscriber of <<customer_name>> or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide, incorporated herein by this reference.

3.5.2 BellSouth and <<customer_name>> will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or <<customer_name>> to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 For the purpose of the resale of BellSouth's telecommunications services by <<customer_name>>, BellSouth will provide <<customer_name>> with on line access to telephone numbers on a first come first served basis. <<customer_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, <<customer_name>> shall return numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.8 Further, upon <<customer_name>>'s request, and for the purpose of the resale of BellSouth's telecommunications services by <<customer_name>>, BellSouth will reserve up to 100 telephone numbers per CLLIC, for <<customer_name>>'s sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <<customer_name>>'s End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If <<customer_name>> or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, <<customer_name>> has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to <<customer_name>> remain the property of BellSouth.

3.15 White page directory listings for <<customer_name>> End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, <<customer_name>> shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth <<customer_name>> shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that <<customer_name>> and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.17 Operational Support Systems (OSS)

3.17.1 BellSouth has developed and made available the following mechanized systems by which <<customer_name>> may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.

3.17.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax,

courier, etc.) will incur a a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.17.3 Denial/Restoral OSS Charge. In the event <<customer_name>> provides a list of customers to be denied and restored, rather than an LSR , each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.17.4 Cancellation OSS Charge. <<customer_name>> will incur an OSS charge for an accepted LSR that is later canceled.

3.17.5 Threshold Billing Plan. <<customer_name>> will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.

3.17.5.1 BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for <<customer_name>> per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 In the event <<customer_name>> acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to <<customer_name>> that Special Assembly at the wholesale discount at <<customer_name>>'s option. <<customer_name>> shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.22 BellSouth shall provide 911/E911 for <<customer_name>> customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <<customer_name>> customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the <<customer_name>> customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and <<customer_name>> shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to <<customer_name>>, and <<customer_name>> shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

3.25 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to <<customer_name>> that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

http://www.interconnection.bellsouth.com

and are incorporated herein by this reference.

3.26 Upon The TRA's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement such Performance Measurements as of the date specified by the TRA.

4. BellSouth's Provision of Services to <<customer_name>>

4.1 Resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 Shared Tenant Service Tariff in Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by <<customer_name>> to establish authenticity of use. Such audit shall not occur more than once in a calendar year. <<customer_name>> shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by <<customer_name>> for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 <<customer_name>> may resell services only within the specific service area as defined in its certificate of operation approved by the TRA..

5. Maintenance of Services

5.1 <<customer_name>> will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ http://www.interconnection.bellsouth.com, incorporated herein by this reference.

5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 <<customer_name>> or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.4 <<customer_name>> accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 <<customer_name>> will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, <<customer_name>> shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill <<customer_name>> for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.8 BellSouth reserves the right to contact <<customer_name>>'s End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the TRA , <<customer_name>> will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for <<customer_name>>'s resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.2 below, BellSouth will begin taking orders for the resale of service.

6.1.2 Service orders will be in a standard format designated by BellSouth.

6.1.3 <<customer_name>> shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that <<customer_name>> will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for <<customer_name>>'s End User customer. <<customer_name>> must, however, be able to demonstrate End User authorization upon request.

6.1.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from <<customer_name>> to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <<customer_name>> to such other CLEC. Upon completion of the conversion BellSouth will notify <<customer_name>> that such conversion has been completed.

6.2 Deposit Policy. When purchasing services from BellSouth, <<customer_name>> will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.

6.2.1 Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in sole discretion, some other form of security.

6.2.2 Such security deposit shall be required prior to the inauguration of service.

6.2.3 Security deposits collected under this Section shall not exceed two months' estimated billing.

6.2.4 The fact that a security deposit has been made in no way relieves <<customer_name>> from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release <<customer_name>> from its obligation to make complete and timely payments of its bills.

6.2.5 If in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCCI) security interest in <<customer_name>>'s "accounts receivables and proceeds.""

6.2.6 In the event <<customer_name>> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <<customer_name>> may be terminated in accordance with the terms of Section 8.2 of this Attachment, and any security deposits will be applied to <<customer_name>>'s account(s).

6.2.7 In the event service to <<customer_name>> is terminated due to <<customer_name>>'s default on its account, any security deposits held will be applied to <<customer_name>>'s account.

6.2.8 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for <<customer_name>>. <<customer_name>> is required to provide the following before a master account is established: proof of TRA 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.

7.2 BellSouth shall bill <<customer_name>> on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of <<customer_name>>. <<customer_name>> shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by <<customer_name>> from <<customer_name>>'s End User. BellSouth will not become involved in billing disputes that may arise between <<customer_name>> 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.

7.4 BellSouth will render bills each month on established bill days for each of <<customer_name>>'s accounts.

7.5 BellSouth will bill <<customer_name>> in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <<customer_name>>, and <<customer_name>> will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 7.8 following, shall apply.

7.6.2 If <<customer_name>> requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to <<customer_name>>.

7.6.3 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders, from <<customer_name>> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by <<customer_name>> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently

provided by <<customer_name>> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notices from <<customer_name>> to BellSouth's billing organization, a final notice of disconnection of services purchased by <<customer_name>> under this Agreement shall be sent via certified mail to the individuals listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

7.6.4 Billing Disputes

7.6.4.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

7.6.4.2 For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

7.6.4.3 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 the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the 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. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from <<customer_name>>, the total amount billed to <<customer_name>> will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. <<customer_name>> will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to <<customer_name>>'s End User.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. <<customer_name>> will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

7.10 BellSouth will not perform billing and collection services for <<customer_name>> as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11 In general, BellSouth will not become involved in disputes between <<customer_name>> and <<customer_name>>'s End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, <<customer_name>> shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with <<customer_name>> to resolve the matter in as timely a manner as possible. <<customer_name>> may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to <<customer_name>>'s End User on behalf of, and at the request of, <<customer_name>>. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of <<customer_name>>.

8.1.2 At the request of <<customer_name>>, BellSouth will disconnect a <<customer_name>> End User customer.

8.1.3 All requests by <<customer_name>> for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 <<customer_name>> will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise <<customer_name>> when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by <<customer_name>> and/or the End User against any claim, loss or damage arising from providing this information to <<customer_name>>. It is the responsibility of <<customer_name>> to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.1.6 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.

8.2 The procedures for discontinuing service to <<customer_name>> are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by <<customer_name>> of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 7.6.4, is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to <<customer_name>>, that additional applications for service such as access to the Operational Support Systems for pre-ordering, ordering and provisioning of services will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by <<customer_name>> to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to <<customer_name>>, if payment is not received by the thirtieth day following the date of the notice.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and <<customer_name>>'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to

discontinue the provision of the services to <<customer_name>> without further notice.

8.2.5 Upon discontinuance of service on a <<customer_name>>'s account, service to <<customer_name>>'s End Users will be denied. BellSouth will also reestablish service at the request of the End User or <<customer_name>> upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <<customer_name>> is solely responsible for notifying the End User of the proposed disconnection of the service.

8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 BellSouth will provide LIDB Storage upon written request to <<customer_name>>'s Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

	Type of Service	TN	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Note 3
3	Promotions - ≤ 90 Days (Note 2)	Yes	No
4	Lifeline/Link Up Services	Yes	Yes
5	911/E911 Services	Yes	Yes
6	N11 Services	Yes	Yes
7	MemoryCall®Service	Yes	No
8	Mobile Services	Yes	No
9	Federal Subscriber Line Charges	Yes	No
10	Non-RecurCharges	Yes	No
11	End User Line Chg-Number Portability	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions

A. 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.

B. 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.

C. 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.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. 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.

F. 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 <<customer_name>>.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <<customer_name>>.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_name>> and pursuant to which BellSouth, its LIDB customers and <<customer_name>> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <<customer_name>>'s provision of billing number information to

BellSouth for inclusion in BellSouth's LIDB. <<customer_name>> 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 <<customer_name>>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to <<customer_name>>'s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether <<customer_name>> has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to 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.

3. Fraud Control

   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 <<customer_name>> of fraud alerts so that <<customer_name>> may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <<customer_name>> 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.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer_name>>'s data from BellSouth's data, the following shall apply:

(1) <<customer_name>> will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer_name>>'s End User accounts which are resident in LIDB pursuant to this Agreement. <<customer_name>> authorizes BellSouth to place such charges on <<customer_name>>'s bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.

(2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.

(3) <<customer_name>> shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer_name>> shall pay BellSouth for the charges billed regardless of whether <<customer_name>> collects from <<customer_name>>'s End Users.

(4) BellSouth shall have no obligation to become involved in any disputes between <<customer_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_name>>. It shall be the responsibility of <<customer_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. <<customer_name>> 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.

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 <<customer_name>>. BellSouth will not issue line-based calling cards in the name of <<customer_name>>'s individual End Users. In the event that <<customer_name>> wants to include calling card numbers assigned by <<customer_name>> in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

A. <<customer_name>> will not be charged a fee for storage services provided by BellSouth to <<customer_name>>, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from <<customer_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section.

2. <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer_name>> customer.

   Charges for delivery of the Optional Daily Usage File will appear on <<customer_name>>'s monthly bills. The charges are as set forth in Exhibit E to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5. Messages that error in <<customer_name>>'s billing system will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll

- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer_name>>.

6.1.4 In the event that <<customer_name>> detects a duplicate on Optional Daily Usage File they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to <<customer_name>> via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> 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 required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>> end for the purpose of data transmission will be the responsibility of <<customer_name>>.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 <<customer_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer_name>> by BellSouth.

6.5 Control Data

<<customer_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer_name>> for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from <<customer_name>>, BellSouth shall send test files to <<customer_name>> for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth

shall request that <<customer_name>> set up a production (LIVE) file. The live test may consist of <<customer_name>>'s employees making test calls for the types of services <<customer_name>> requests on the Optional Daily Usage File. These test calls are logged by <<customer_name>>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from <<customer_name>>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on <<customer_name>>'s monthly bills. The charges are as set forth in Exhibit E to this Attachment.

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of <<customer_name>> will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

Customer usage data for flat rated local call originating from <<customer_name>>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer_name>>.

7.1.3 In the event that <<customer_name>> detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to <<customer_name>> over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among <<customer_name>>'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> 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 required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by

<<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>>'s end for the purpose of data transmission will be the responsibility of <<customer_name>>.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION 3

2. UNBUNDLED LOOPS 4

3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT ..... *26~~26~~26~~25~~*

4. LOCAL SWITCHING ..... *32~~32~~32~~29~~*

5. UNBUNDLED NETWORK ELEMENT COMBINATIONS ..... *39~~39~~38~~36~~*

6. TRANSPORT, CHANNELIZATION AND DARK FIBER ..... *44444~~44~~*

7. BELLSOUTH SWITCHED ACCESS ("SWA") 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE ..... *50~~50~~49~~47~~*

8. LINE INFORMATION DATABASE (LIDB) ..... *50~~50~~50~~47~~*

9. SIGNALING ..... *53~~53~~52~~50~~*

10. OPERATOR SERVICE AND DIRECTORY ASSISTANCE ..... *59~~59~~59~~56~~*

11. AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS) *65~~65~~64~~62~~*

12. CALLING NAME (CNAM) DATABASE SERVICE ..... *65~~65~~65~~63~~*

13. SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS ..... *67~~67~~66~~64~~*

14. BASIC 911 AND E911 ..... *67~~67~~67~~64~~*

15. OPERATIONAL SUPPORT SYSTEMS (OSS) ..... *68~~68~~68~~66~~*

LIDB Storage Agreement ..... **Exhibit A**

Rates ..... **Exhibit B**

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to <<customer_name>> in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to <<customer_name>>. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require <<customer_name>> to purchase other Network Elements or services.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment <<customer_name>> used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.2.1 Except as otherwise required by law, BellSouth shall not impose limitations, restrictions or requirements on a request for the use of the network elements or combinations that would impair the ability of CLEC-1 to offer telecommunications service in the manner CLEC-1 intends.

1.2.2 Except upon request by CLEC-1, BellSouth shall not separate requested network elements that BellSouth currently combines.

1.2.2.1 BellSouth currently combines network elements when it provides the same combination to itself anywhere in its network. Pursuant to the Authority's orders in Docket No. 97-01262 and Docket No. 99-00430, BellSouth shall provide to CLEC-1 in Tennessee any combination of unbundled network elements that it currently combines. BellSouth does not waive any rights to appeal or otherwise challenge the Authority's directive that BellSouth provide these Combinations.

1.3 BellSouth shall, upon request of <<customer_name>>, and to the extent technically feasible, provide to <<customer_name>> access to its Network Elements for the provision of <<customer_name>>'s telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.4 <<customer_name>> may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner <<customer_name>> chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the

central office, BellSouth shall deliver the Network Elements purchased by <<customer_name>> to the designated <<customer_name>> collocation space.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 **Rates**

1.6.1 The prices that <<customer_name>> shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If <<customer_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.6.2 Cancellation Charges. If <<customer_name>> cancels an order for Network Elements, Combination or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

1.6.3 Expedite Charges. For expedited requests by <<customer_name>>, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.

1.6.5 If <<customer_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by <<customer_name>> in accordance with FCC No. 1 Tariff, Section 5.

1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2. Unbundled Loops

2.1 **General**

2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to <<customer_name>>'s collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then <<customer_name>> can use the Special Construction process to request that BellSouth place facilities in order to meet <<customer_name>>'s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The Loop shall be provided to <<customer_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification, incorporated herein by this reference and applicable industry standard technical references.

2.1.6 <<customer_name>> may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where <<customer_name>> has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and <<customer_name>> shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by <<customer_name>> using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 <<customer_name>> is responsible for testing and isolating troubles on the Loops. <<customer_name>> must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, <<customer_name>> will be required to provide the results of the <<customer_name>> test which indicate a problem on the BellSouth provided loop.

2.1.8.2 Once <<customer_name>> has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

2.1.8.3 If <<customer_name>> reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge <<customer_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 "Order Coordination" (OC) allows BellSouth and <<customer_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_name>>'s facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 "Order Coordination – Time Specific" (OC-TS) allows <<customer_name>> to order a specific time for OC to take place. BellSouth will make every effort to accommodate <<customer_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. <<customer_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_name>> specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for Tennessee. . The OC-TS charges for an order due on the same

day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities is appropriate. . <<customer_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information that is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frame that BellSouth normally activates POTS-type loops for its end users.

2.2.4 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to <<customer_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow <<customer_name>> to coordinate the installation of the loop with the disconnection of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. <<customer_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.4 **Unbundled Copper Loops (UCL)**

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by <<customer_name>>.

2.4.2.5 These loops are not intended to support any particular services and may be utilized by <<customer_name>> to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines

("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, <<customer_name>> can request Loop Make Up for which additional charges would apply.

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that <<customer_name>> may request further testing on the UCL-ND.

2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by <<customer_name>> to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.4.3.6 <<customer_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

2.5.2 BellSouth shall condition Loops, as requested by <<customer_name>>, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, <<customer_name>> will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that <<customer_name>> can use the loop for a variety of

services by attaching appropriate terminal equipment at the ends. <<customer_name>> will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.5.4 In those cases where <<customer_name>> has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 <<customer_name>> shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_name>> desires BellSouth to condition.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 If the CLEC requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing copper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit the CLEC to order a Loop and to provide the CLEC with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible. Pursuant to the Authority's Order, the rates in Exhibit B assume a network where 70.83% of its loops or its Combinations of loops and ports are delivered via IDLC.

2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device

used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1.1 BellSouth shall permit <<customer_name>> to connect <<customer_name>>'s Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 <<customer_name>> may access the end user's customer-premises wiring by any of the following means and <<customer_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow <<customer_name>> to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.2.2 Upon prior notice to the other Party, either Party may remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_name>>'s responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting

Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_name>> to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.3 Technical Requirements

2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to <<customer_name>>'s NID.

2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. <<customer_name>> may request BellSouth do additional work to the NID on a time and material basis. When <<customer_name>> deploys its own local loops with respect to multiple-line termination devices, <<customer_name>> shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.8.2.4 If <<customer_name>> requests a UCSL and it is not available, <<customer_name>> may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for <<customer_name>>'s use on this cross-connect panel. <<customer_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, <<customer_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable will be connected within the BellSouth cross-box by a BellSouth technician during the set-up process. <<customer_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by <<customer_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_name>>'s request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work

2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and

no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.3.3.10 Upon <<customer name's>>written request for identification of the demarcation point or points within a specific, addressed multiunit location, BellSouth must, within 48 hours, provide <<customer name>> with any existing written evidence and documentation stating how the demarcation point was determined and certifying that the demarcation point was established in accordance with the rules of the FCC promulgated in Docket 88-57. Written documentation includes reducing to writing and certifying any oral representations made to BellSouth by building owners concerning demarcation points. If written documentation does not exist, BellSouth should provide a contact name and telephone number of the appropriate BellSouth outside plant staff and building or property owner.

2.8.3.3.11 Should <<customer name>, after receiving BellSouth's response and documentation, believe that the demarcation point for a particular customer location was not established in accordance with applicable FCC rules, <<customer name>> may petition the TRA or other appropriate regulatory or legal agency for resolution of the complaint.

2.8.3.3.12 BellSouth shall, for all wiring installed or relocated within premises subject to FCC Docket 88-57, maintain documentation describing how demarcation points have been established within the specific premises. The documentation should certify that said demarcation points were established in accordance with

applicable FCC rules, and an authorized representative of the property owner shall sign the documentation. Upon request, this documentation shall be provided to <<customer name>> in accordance with subsection 2.8.3.3.10 above.

2.8.3.3.13 Upon establishment of BellSouth's ownership of INC or NTW within a specific multiunit premises, <<customer name>> may submit its written request for access to these items on an unbundled basis. The Parties agree to discuss the appropriate provisioning processes for providing access to INC or NTW and appropriate recurring and nonrecurring charges thereof. Further, the Parties agree to promptly amend this Agreement to implement any mutual agreement of the Parties with regard to provisioning and/or pricing. If within ninety (90) days after submission of a request for access from <<customer name>>, BellSouth and <<customer name>> are unable to reach agreement on provisioning and pricing for access to INC and NTW, either Party may petition the TRA to establish reasonable provisioning processes and to set interim, or depending on the status of pricing proceedings in Tennessee, permanent rates for these items on an unbundled basis. In instances where BellSouth owns the INC or NTW within a multi-unit building, and <<customer name>> has purchased a loop from BellSouth to serve an end user customer in that building, a separate rate need not be established for INC or NTW because they are part of the facilities for which loop rates are established.

2.8.3.3.14 In accordance with the Section 10 of the General Terms and Conditions of this Agreement, all confidential and proprietary information, including but not limited to requests for <<customer name>> for information and/or documentation regarding the location of demarcation points for a specific, addressed location, shall be protected from disclosure or dissemination and specifically shall not be disclosed by BellSouth to its retail arm, including but not limited to sales and marketing personnel.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth

cross-box. This element will allow for the connection of <<customer_name>>'s loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 <<customer_name>> will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to <<customer_name>>. <<customer_name>> will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to <<customer_name>> Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to <<customer_name>> at <<customer_name>>'s collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to <<customer_name>>'s collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, <<customer_name>> may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of <<customer_name>>'s sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of <<customer_name>>'s sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to <<customer_name>>'s demarcation point associated with <<customer_name>>'s collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 <<customer_name>> is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow <<customer_name>>'s sub-loops to be placed on the USLC and transported to <<customer_name>>'s collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_name>> to utilize Dark Fiber Loops.

2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with <<customer_name>>'s collocation space in the end user's serving wire center.

2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 Requirements

2.8.7.4.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth may reserve a reasonable amount of Dark Fiber for future planned use.

2.8.7.4.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at the CLEC's request subject to time and materials charges.

2.8.7.4.3 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to the CLEC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from the CLEC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for the CLEC's use and may not allow any other party to use such media, including BellSouth.

2.8.7.4.4 BellSouth shall use its best efforts to make Dark Fiber available to the CLEC within thirty (30) business days after it receives written confirmation from the CLEC that the Dark Fiber previously deemed available by BellSouth is wanted for use by the CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable the CLEC to connect or splice the CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.8.7.4.5 Dark Fiber shall meet the manufacture's design specifications.

2.8.7.4.6 Additional Requirements for Dark Fiber

2.8.7.4.7 The CLEC may splice and test Dark Fiber obtained from BellSouth using the CLEC or CLEC's designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 Loop Makeup (LMU)

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to <<customer_name>> (LMU) information so that <<customer_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_name>> intends to install and the services <<customer_name>> wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from <<customer_name>> ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from

other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.9.1.2 BellSouth will provide <<customer_name>> LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to <<customer_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 <<customer_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by <<customer_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_name>>'s ability to provide advanced data services over the ordered loop type. Further, if <<customer_name>> orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. <<customer_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 <<customer_name>> may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if <<customer_name>> needs further loop information in order to determine loop service capability, <<customer_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not

subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, <<customer_name>> may reserve up to ten Loop facilities. For a Manual LMUSI, <<customer_name>> may reserve up to three Loop facilities.

2.9.3.2 <<customer_name>> may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to <<customer_name>>. During and prior to <<customer_name>> placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If <<customer_name>> does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_name>> will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, <<customer_name>> does not reserve facilities upon an initial LMUSI, <<customer_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

2.9.4.2 Where <<customer_name>> has reserved multiple Loop facilities on a single reservation, <<customer_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_name>>. If the ordered Loop type is not available, <<customer_name>> may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide <<customer_name>> access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the

voice service provider to the end user ("High Frequency Spectrum") and at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_name>> the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to <<customer_name>> in accordance with the Unbundled Loop Modification process set forth in Section 2.5 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If <<customer_name>> requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, <<customer_name>> shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, <<customer_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. <<customer_name>> may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of <<customer_name>>'s submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2 Once a splitter is installed on behalf of <<customer_name>> in a central office in which <<customer_name>> is located, <<customer_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_name>> orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_name>>'s xDSL equipment in <<customer_name>>'s collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide <<customer_name>> with a carrier notification letter, informing <<customer_name>> of change. <<customer_name>> shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to <<customer_name>>'s collocation area, if possible; or (ii) in a BellSouth relay rack as close to <<customer_name>>'s DS0 termination point as possible. <<customer_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for <<customer_name>> on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified <<customer_name>> DS0 at such time that a <<customer_name>> end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and <<customer_name>> desires to continue providing xDSL service on such Loop, <<customer_name>> shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give <<customer_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and <<customer_name>> purchases the full stand-alone Loop, <<customer_name>> may elect the type of loop it will purchase. <<customer_name>> will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event <<customer_name>> purchases a voice grade Loop,

<<customer_name>> acknowledges that such Loop may not remain xDSL compatible.

3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

3.2.2.1 BellSouth will provide <<customer_name>> the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When <<customer_name>> submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum at the following target intervals:

3.2.2.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.2.2.2.2 BellSouth will provide to <<customer_name>> BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

3.2.2.2.3 BellSouth will provide <<customer_name>> access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_name>> shall pay the rates for such services, as described in Exhibit B.

3.2.2.2.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for <<customer_name>>'s data.

3.2.3 **Maintenance and Repair**

3.2.3.1 <<customer_name>> shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. <<customer_name>> may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. <<customer_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2.3.3 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 In the event <<customer_name>>'s deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify <<customer_name>> and allow twenty-four (24) hours to cure the trouble. If <<customer_name>> fails to resolve the trouble, BellSouth may discontinue <<customer_name>>'s access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting**.

~~3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of <<customer_name>>, the Parties shall amend this Agreement to incorporate the same.~~

~~*THE FOLLOWING LANGUAGE IS THE NEW LINE SPLITTING LANGUAGE THAT HAS BEEN ADDED TO VARIOUS STATE SGATS AND SHOULD REPLACE THE ABOVE PARAGRAPH.*~~

~~*Line Splitting.*~~

3.2.4.1 Line Splitting is a UNE service offering that allows a provider of data services (a "Data CLEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over one loop. The voice and data carriers may be the same or different carriers. End users currently receiving voice service from a CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by CLECs ordering Line Splitting Service.

3.2.4.2 Line Splitting network elements consist of a non-designed, analog loop from the serving wire center to the network interface device (NID) at the end user's location, a collocation cross connection connecting the loop to the collocation space, a second collocation cross connection from the collocation space

connected to a voice port, and a splitter over which BellSouth will maintain control. The Data CLEC provides data service over the high frequency portion of the loop purchased by the Voice CLEC, utilizing a Voice CLEC or Data CLEC-provided collocated DSLAM, and splitter equipment. This may be the Voice CLEC's or the Data CLEC's collocation area. When converting from existing High Frequency Spectrum Co Based BellSouth Owned Splitter line sharing service to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data CLEC for all associated splitter charges.

3.2.4.3 *An unloaded, 2-wire copper loop must serve the end user. It is the responsibility of the CLEC to determine if the loop meets its data requirements. The CLEC's meet point is the point of termination for CLEC's cable and pairs.*

3.2.4.4 *BellSouth will only interface with the Voice CLEC that owns the loop for subsequent activity, trouble reports, etc. The Data CLEC will act on behalf of the owner of the loop and will submit trouble reports for the data service. The Voice CLEC that owns the loop is responsible for any billable charges associated with the loop.*

3.2.4.5. *If BellSouth is currently the voice provider and a provider of data services (a "Data CLEC") is the advanced services provider, and the end user subsequently chooses a CLEC for voice service (a "Voice CLEC"), then the following would occur:*

3.2.4.5.1 *If the original line sharing arrangement was established with a Data CLEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data CLEC to continue leasing the BellSouth splitter under the following conditions:*

3.2.4.5.1.1 *The existing Data CLEC remains the end user's advanced services provider; and*

~~*provider; and*~~

3.2.4.5.1.2 *The Data CLEC has an agreement with the Voice CLEC to use the upper frequency spectrum of the loop to continue providing the advanced services.*

~~*upper frequency spectrum of the loop to continue providing the advanced services.*~~

3.2.4.5.2 *The applicable recurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the loop, the port and*

two cross connects as shown on Attachment A. The applicable nonrecurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

3.2.4.6 *Where a line sharing arrangement or UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data CLEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC and will provide a splitter upon request of the CLEC. In this scenario the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.*

4. Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to <<customer_name>> for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to <<customer_name>> for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_name>> when <<customer_name>> serves an end-user with four (4)

or more voice-grade (DS-0) equivalents or lines served by BellSouth in the following MSA: Nashville, TN, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.2.3 In the event that <<customer_name>> orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in the MSA listed above, BellSouth shall charge <<customer_name>> the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_name>>'s end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that <<customer_name>> purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an <<customer_name>> local end user, or originated by a BellSouth local end user and terminated to an <<customer_name>> local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site, incorporated herein by this reference.

4.2.7 BellSouth shall assess <<customer_name>> retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if <<customer_name>> has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

4.2.8 Where <<customer_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an <<customer_name>> end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as

defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_name>> the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and <<customer_name>> shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

4.2.11.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

4.2.11.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.11.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.11.4 BellSouth will provide to <<customer_name>> selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by <<customer_name>> will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.2.12 **Provision for Local Switching**

4.2.12.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.2.12.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling

Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to <<customer_name>> all AIN triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_name>>.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 <<customer_name>> shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

4.2.13.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office

switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 Technical Requirements

4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by <<customer_name>> and BellSouth;

4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;

4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_name>>.

4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

4.3.2.4 Tandem Switching shall process originating toll-free traffic received from <<customer_name>>'s local switch.

4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

4.3.3 Upon <<customer_name>>'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for <<customer_name>>'s traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of <<customer_name>>. AIN Selective Carrier Routing will provide <<customer_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 <<customer_name>> shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by <<customer_name>>, the routing of <<customer_name>>'s end user calls shall be pursuant to information provided by <<customer_name>> and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, <<customer_name>> shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each <<customer_name>> end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. <<customer_name>> shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to <<customer_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The non-recurring End Office Establishment Charge will be billed to <<customer_name>> following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to <<customer_name>> following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to <<customer_name>> following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services <<customer_name>> seeks to offer;

4.5.2.3 BellSouth has not permitted <<customer_name>> to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has <<customer_name>> obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.5.2.4 BellSouth has deployed packet switching capability for its own use.

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to <<customer_name>> for the provision of a telecommunications service.

5. Unbundled Network Element Combinations

5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

5.2 For purposes of this Section, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location to a particular end user. Pursuant to the TRA's orders in Docket No. 97-01262 and Docket No. 99-00430, BellSouth shall provide to <<customer name>> Combinations in accordance with the terms of this Agreement regardless of whether such Combinations are currently combined as defined herein. BellSouth does not waive any rights to appeal or otherwise challenge the TRA's directive that BellSouth provide these Combinations.

5.3 **Enhanced Extended Links (EELs)**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or TRA order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below. BellSouth shall provide EEL combinations to <<customer_name>> in Tennessee regardless of whether such EELs are currently combined. BellSouth does not waive any rights to appeal or otherwise challenge the TRA's directive that BellSouth provide EELS whether such EELS are currently combined.

5.3.2 ~~Subject to Section **Error! Reference source not found.** below,~~ BellSouth will provide access to the EEL *in Tennessee* in the combinations set forth in Section 5.3.4 following. <<customer_name>> shall provide to BellSouth a letter certifying that <<customer_name>> is providing a significant amount of local exchange service (as described in Sections 5.3.5.2, 5.3.5.3, 5.3.5.4, or 5.3.5.5) over such combinations. This offering provides connectivity from an end user's location through that end user's SWC to <<customer_name>>'s POP serving wire center. The circuit must be connected to <<customer_name>>'s switch for the purpose of provisioning telephone exchange service to <<customer_name>>'s end-user customers. The EEL will be connected to <<customer_name>>'s facilities in <<customer_name>>'s collocation space at the POP SWC, or <<customer_name>> may purchase BellSouth's access facilities between

<<customer_name>>'s POP and <<customer_name>>'s collocation space at the POP SWC.

5.3.3

5.3.4 **EEL Combinations**

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

5.3.5.1 <<customer_name>> may not convert special access services to combinations of loop and transport network elements, whether or not <<customer_name>> self-provides its entrance facilities (or obtains entrance facilities from a third party), unless <<customer_name>> uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent <<customer_name>> requests to convert any special access services to combinations of loop and transport network elements at UNE prices, <<customer_name>> shall provide to BellSouth a letter certifying that <<customer_name>> is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option <<customer_name>> seeks to

qualify for conversion of special access circuits. <<customer_name>> shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.5.2 <<customer_name>> certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at <<customer_name>>'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, <<customer_name>> is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. <<customer_name>> can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.5.3 <<customer_name>> certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at <<customer_name>>'s collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.5.4 <<customer_name>> certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. <<customer_name>> does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.5.5 In addition, there may be extraordinary circumstances where <<customer_name>> is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.5. In such case, <<customer_name>> may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon <<customer_name>>'s request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.5.6 BellSouth may at its sole discretion audit <<customer_name>> records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and <<customer_name>> shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, <<customer_name>> shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that <<customer_name>> is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the TRA, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from <<customer_name>>.

5.3.5.7 <<customer_name>> may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

5.3.6.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether currently combined or new, are as set forth in Exhibit B of this Attachment.

5.3.6.1.1 For Combinations of loop and transport network elements not set forth in Section 5.3.4, , the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the Combination.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In Tennessee, BellSouth shall make available to <<customer_name>>, in accordance with Section 5.4.2.1 below: (1) Combinations other than EELs that are currently combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network

5.4.2 Rates

5.4.2.1 The non-recurring and recurring rates for Other Network Element combinations, whether currently combined or new, are as set forth in Exhibit B of this Attachment.

5.4.2.1.1 For Other Network Element combinations where the elements are not currently combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the Combination.

5.4.2.1.2

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to <<customer_name>> a new Combination of an unbundled loop and tariffed special access interoffice facilities. To the extent <<customer_name>> will require multiplexing functionality in connection with such Combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available all UNE port/loop Combinations (currently combined and new) in Tennessee. . BellSouth does not waive any rights to appeal or otherwise challenge the TRA's directive that BellSouth provide said Combinations whether such Combination are currently combined.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules,

BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.4 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in Nashville, TNMSA to <<customer_name>> if <<customer_name>>'s customer has 4 or more DS0 equivalent lines.

5.6.5 Combination Offerings

5.6.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport, Channelization and Dark Fiber

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and <<customer_name>>.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.2 BellSouth shall:

6.1.2.1 Provide <<customer_name>> exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

6.1.2.3 Permit, to the extent technically feasible, <<customer_name>> to connect such interoffice facilities to equipment designated by <<customer_name>>, including but not limited to, <<customer_name>>'s collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, <<customer_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

6.1.3.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.

6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.

6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between <<customer_name>>'s Point of Presence("POP") and <<customer_name>>'s collocation space in the BellSouth Serving Wire Center for <<customer_name>>'s POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to <<customer_name>>.

6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to <<customer_name>> designated traffic.

6.2.2.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.

6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.

6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3; and

6.2.2.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_name>> shall specify the termination points for Dedicated Transport.

6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.2.7 BellSouth Technical References:

6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.2.7.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.2.7.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_name>> may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

6.3.2.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.

6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.3.4 Technical Requirements

6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.4.2 DS0 to DS1 Channelization

6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.

6.3.4.3 DS1 to DS3 Channelization

6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating

elements, regeneration or other electronics necessary for <<customer_name>> to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_name>>'s request subject to time and materials charges.

6.4.3.3 <<customer_name>> is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to <<customer_name>> information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from <<customer_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to <<customer_name>> within twenty (20) business days after <<customer_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable <<customer_name>> to connect or splice <<customer_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.4.3.6 <<customer_name>> may splice at the end points and test Dark Fiber Transport obtained from BellSouth using <<customer_name>> or <<customer_name>> designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit,

BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

7. BellSouth Switched Access ("SWA") 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_name>>'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_name>>.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8. Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_name>> must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

8.2.1 BellSouth will offer to <<customer_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.2 BellSouth shall process <<customer_name>>'s Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.

8.2.3 Within two (2) weeks after a request by <<customer_name>>, BellSouth shall provide <<customer_name>> with a list of the customer data items, which <<customer_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

8.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

8.2.7 All additions, updates and deletions of <<customer_name>> data to the LIDB shall be solely at the direction of <<customer_name>>. Such direction from <<customer_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

8.2.8 BellSouth shall provide priority updates to LIDB for <<customer_name>> data upon <<customer_name>>'s request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_name>> customer records will be missing from LIDB, as measured by <<customer_name>> audits. BellSouth will audit <<customer_name>> records in LIDB against DBAS to identify record mismatches and provide this data to a designated <<customer_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to <<customer_name>> within one business day of audit. Once reconciled records are received back from <<customer_name>>, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact <<customer_name>> to negotiate a time frame for the updates, not to exceed three business days.

8.2.10 BellSouth shall perform backup and recovery of all of <<customer_name>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs

backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

8.2.11 BellSouth shall provide <<customer_name>> with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer_name>> and BellSouth.

8.2.12 BellSouth shall prevent any access to or use of <<customer_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_name>> in writing.

8.2.13 BellSouth shall provide <<customer_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_name>> the screening information associated with LIDB Data Screening of <<customer_name>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer_name>> under the BFR/NBR process as set forth in Attachment 12.

8.2.14 BellSouth shall accept queries to LIDB associated with <<customer_name>> customer records, and shall return responses in accordance with industry standards.

8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.3 Interface Requirements

8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.

8.3.3 The CCS interface to LIDB shall be the standard interface described herein.

8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9. Signaling

9.1 BellSouth shall offer access to signaling and access to BellSouth's signalling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signalling elements include signaling links, signal transfer points and service control points. Signalling functionality will be available with both A-link and B-link connectivity.

9.2 **Signalling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between <<customer_name>>-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.4.1 An A-link layer shall consist of two links.

9.2.4.2 A B-link layer shall consist of four links.

9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.4.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.2.5 Interface Requirements

9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at <<customer_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.3 **Signalling Transfer Points (STPs)**

9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_name>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_name>> local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth

SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_name>> database, then <<customer_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_name>> database.

9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).

9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

9.4.1 When technically feasible and upon request by <<customer_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_name>> SCP.

9.4.2 SS7 AIN Access shall provide <<customer_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_name>> SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the <<customer_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect <<customer_name>> or <<customer_name>>-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from <<customer_name>> local switching systems; and,

9.4.3.1.2 A B-link interface from <<customer_name>> local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from <<customer_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_name>> switching system has a valid signaling relationship.

9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from <<customer_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer_name>> switching system has a valid signaling relationship.

9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_name>> SCP has a valid signaling relationship.

9.5 **Service Control Points/Databases**

9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational

interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 SS7 Network Interconnection is the interconnection of <<customer_name>> local signaling transfer point switches or <<customer_name>> local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, <<customer_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.3 If traffic is routed based on dialed or translated digits between a <<customer_name>> local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_name>> local signaling transfer point switches and BellSouth or other third-party local switch.

9.7.4 SS7 Network Interconnection shall provide:

9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_name>> local STPs, and shall not include SCCP Subsystem Management of the destination.

9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.

9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

9.7.9 Interface Requirements

9.7.9.1 The following SS7 Network Interconnection interface options are available to connect <<customer_name>> or <<customer_name>>-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

9.7.9.1.1 A-link interface from <<customer_name>> local or tandem switching systems; and

9.7.9.1.2 B-link interface from <<customer_name>> STPs.

9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.9.5 BellSouth shall set message screening parameters to accept messages from <<customer_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the <<customer_name>> switching system has a valid signaling relationship.

10. Operator Service and Directory Assistance

10.1 BellSouth shall only be required to provide Operator Service and Directory Assistance Service functions at the rates set forth in Exhibit B until such time as the TRA issues an order that states that the BellSouth routing solution is functionally adequate and delineates the service areas the compliant routing solution is available to <<customer name>>. BellSouth does not waive any rights to appeal or other wise challenge the Authority's directive that it must provide Operator Service and Directory Assistance Service functions at the rates set forth in Exhibit B until the Authority has affirmatively stated that BellSouth offers a routing solution that is functionally adequate.

10.2 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

10.3 Upon request for BellSouth Operator Services, BellSouth shall:

10.3.1 Process 0+ and 0- dialed local calls.

10.3.2 Process 0+ and 0- intraLATA toll calls.

10.3.3 Process calls that are billed to <<customer_name>> end user's calling card that can be validated by BellSouth.

10.3.4 Process person-to-person calls.

10.3.5 Process collect calls.

10.3.6 Provide the capability for callers to bill to a third party and shall also process such calls.

10.3.7 Process station-to-station calls.

10.3.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.3.9 Process emergency call trace originated by Public Safety Answering Points.

10.3.10 Process operator-assisted directory assistance calls.

10.3.11 Adhere to equal access requirements, providing <<customer_name>> local end users the same IXC access as provided to BellSouth end users.

10.3.12 Exercise at least the same level of fraud control in providing Operator Service to <<customer_name>> that BellSouth provides for its own operator service.

10.3.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.14 Direct customer account and other similar inquiries to the customer service center designated by <<customer_name>>.

10.3.15 Provide call records to <<customer_name>> in accordance with ODUF standards specified in Attachment 7.

10.3.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.4 **Directory Assistance Service**

10.4.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.4.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by <<customer_name>>'s end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.4.3 **Directory Assistance Service Updates**

10.4.3.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.3.1.1 New end user connections

10.4.3.1.2 End user disconnections

10.4.3.1.3 End user address changes

10.4.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.5 **Branding for Operator Call Processing and Directory Assistance**

10.5.1 BellSouth's branding feature provides a definable announcement to <<customer_name>> end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows <<customer_name>> to have its calls custom branded with <<customer_name>>'s name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.5.2 BellSouth offers three (3) service levels of branding to <<customer_name>> when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.5.2.1 Service Level 1 - BellSouth Branding

10.5.2.2 Service Level 2 - Unbranding

10.5.2.3 Service Level 3 - Custom Branding

10.5.3 Where <<customer_name>> resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route <<customer_name>>'s end user calls to that provider through Selective Carrier Routing.

10.5.4 **For Resellers and Use with an Unbundled Port**

10.5.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_name>> to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

10.5.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

10.5.4.3 Where available, <<customer_name>> specific and unique line class codes are programmed in each BellSouth end office switch where <<customer_name>> intends to serve end users with customized OS/DA branding. The line class codes

specifically identify <<customer_name>>'s end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_name>> intends to provide <<customer_name>> -branded OS/DA to its end users in these multiple rate areas.

10.5.4.4 BellSouth Branding is the Default Service Level.

10.5.4.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

10.5.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_name>> to the BellSouth TOPS. These calls are routed to "No Announcement."

10.5.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

10.5.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, <<customer_name>> shall not be required to purchase dedicated trunking.

10.5.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, <<customer_name>> must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, <<customer_name>> must submit a manual order form which requires, among other things, <<customer_name>>'s OCN and a forecast for the traffic volume

anticipated for each BellSouth TOPS during the peak busy hour. <<customer_name>> shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <<customer_name>>'s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all <<customer_name>> end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.5.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill <<customer_name>> applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, <<customer_name>> shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where <<customer_name>> is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.5.5 **For Facilities Based Carriers**

10.5.5.1 All Service Levels require <<customer_name>> to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.5.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which <<customer_name>> requires service.

10.5.5.3 Directory Assistance customized branding uses:

10.5.5.3.1 the recording of <<customer_name>>;

10.5.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.5.5.4 Operator Call Processing customized branding uses:

10.5.5.4.1 the recording of <<customer_name>>;

10.5.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.5.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.6 **Directory Assistance Database Service (DADS)**

10.6.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to <<customer_name>> end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). <<customer_name>> agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, <<customer_name>> agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.6.2 BellSouth shall initially provide <<customer_name>> with a Base File of subscriber listings which reflect all listing change activity occurring since <<customer_name>>'s most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from <<customer_name>> to prepare the Base File.

10.6.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since <<customer_name>>'s previous update. Delivery of updates will commence immediately after <<customer_name>> receives the Base File. Updates will be provided via magnetic tape unless BellSouth and <<customer_name>> mutually develop CONNECT: Direct ™ electronic connectivity. <<customer_name>> will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.6.4 <<customer_name>> authorizes the inclusion of <<customer_name>> Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.7 **Direct Access to Directory Assistance Service**

10.7.1 Direct Access to Directory Assistance Service (DADAS) will provide <<customer_name>>'s directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow <<customer_name>> to utilize its own switch, operator workstations and optional audio subsystems.

10.7.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11. Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide <<customer_name>> a data link to the ALI/DMS database or permit <<customer_name>> to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_name>> after <<customer_name>> inputs end user information into the ALI/DMS database. Alternately, <<customer_name>> may request that BellSouth enter <<customer_name>>'s end user information into the database, and validate end user information.

11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless <<customer_name>> requests otherwise and shall be updated if <<customer_name>> requests, provided <<customer_name>> supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.3 Interface Requirements

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for <<customer_name>> end users shall meet industry standards.

12. Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides <<customer_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 <<customer_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to <<customer_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_name>>'s Account Manager.

12.3 BellSouth's provision of CNAM Database Services to <<customer_name>> requires interconnection from <<customer_name>> to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_name>> shall provide its own CNAM SSP. <<customer_name>>'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

12.5 If <<customer_name>> elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that <<customer_name>> desires to query.

12.6 If <<customer_name>> queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

12.7 The mechanism to be used by <<customer_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of <<customer_name>> to provide accurate information to BellSouth on a current basis.

12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

12.9 <<customer_name>> CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

13. Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide <<customer_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_name>>. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect <<customer_name>> service logic and data from unauthorized access.

13.4 When <<customer_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.4.1 <<customer_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

13.4.2 BellSouth shall allow <<customer_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14. Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to <<customer_name>> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the

appropriate emergency answering position for each municipality subscribing to 911. <<customer_name>> will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. <<customer_name>> will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, <<customer_name>> will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. <<customer_name>> shall install a minimum of two dedicated trunks originating from the <<customer_name>> serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. <<customer_name>> will be required to provide BellSouth daily updates to the E911 database. <<customer_name>> will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, <<customer_name>> will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. <<customer_name>> shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on <<customer_name>> beyond applicable charges for BellSouth trunking arrangements.

14.5 Basic 911 and E911 functions provided to <<customer_name>> shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, incorporated herein by this reference and as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and <<customer_name>> to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which <<customer_name>> may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.

15.3 Denial/Restoral OSS Charge

15.3.1 In the event <<customer_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

15.4 Cancellation OSS Charge

15.4.1 <<customer_name>> will incur an OSS charge for an accepted LSR that is later canceled.

15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

FACILITIES BASED STORAGE AGREEMENT

I. Definitions

A. Billing number - a number that <<customer_name>> creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by <<customer_name>>.

C. Special billing number - a ten-digit number that identifies a billing account established by <<customer_name>>.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four-digit security code assigned by <<customer_name>> that is added to a billing number to compose a fourteen-digit calling card number.

F. 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 <<customer_name>>.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by <<customer_name>>.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_name>> and pursuant to which BellSouth, its LIDB customers and <<customer_name>> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <<customer_name>>'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <<customer_name>> 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 <<customer_name>>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained

herein shall hereby be made a part of this Interconnection Agreement upon notice to <<customer_name>>'s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether <<customer_name>> has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to 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.

3. Fraud Control

   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 <<customer_name>> of fraud alerts so that <<customer_name>> may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to <<customer_name>> 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.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer_name>>'s data from BellSouth's data, the following terms and conditions shall apply:

1. <<customer_name>> will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer_name>>'s End User accounts which are resident in LIDB pursuant to this Agreement. <<customer_name>> authorizes BellSouth to place such charges on <<customer_name>>'s bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.

3. <<customer_name>> shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer_name>> shall pay BellSouth for the charges billed regardless of whether <<customer_name>> collects from <<customer_name>>'s End Users.

4. BellSouth shall have no obligation to become involved in any disputes between <<customer_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_name>>. It shall be the responsibility of <<customer_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. <<customer_name>> will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.

2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the 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 local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of <<customer_name>>. BellSouth will not issue line-based calling cards in the name of <<customer_name>>'s individual End Users. In the event that <<customer_name>> wants to include calling card numbers assigned by <<customer_name>> in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

A. <<customer_name>> will not be charged a fee for storage services provided by BellSouth to <<customer_name>>, as described in this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
A.0	**UNBUNDLED LOCAL LOOP**							
A.1	**2-Wire Analog Voice Grade Loop (2-WAVGL)**							
A.1.1	2-WAVGL- Service level 1	Loop		$31.99	$20.02	$10.65	$1.41	97-01262 (P)
	Zone 1		$13.19					97-01262 (P)
	Zone 2		$17.23					97-01262 (P)
	Zone 3		$22.53					97-01262 (P)
A.1.2	2-WAVGL- Service level 2	Loop		$75.06	$48.20	$28.70	$17.64	97-01262 (P)
	Zone 1		$16.56					97-01262 (P)
	Zone 2		$21.63					97-01262 (P)
	Zone 3		$28.28					97-01262 (P)
A.1.3	2-WAVGL-SL1-Manual Order Coordination	Loop		$36.52	$36.52	$9.18	$9.18	97-01262 (P)
A.1.4	2-WAVGL-SL1-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.1.5	2-WAVGL-SL2-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.2	**Sub-Loop**							
A.2.1	Loop feeder per 2-WVGL	Loop	$12.05	$122.24	$85.05	$76.35	$39.16	97-01262 (P)
A.2.2	Loop distribution - per 2-WAVGL	Loop	$10.02	$148.84	$112.34	$73.14	$36.65	97-01262 (P)
A.2.3	Loop concentration- Channelization System (Outside C.O.)	System	$328.28	$651.09	$283.42	$207.92	$50.94	97-01262 (P)
A.2.4	Loop concentration-Remote terminal Cabinet (Outside CO)	Cabinet	ICB					97-01262 (P)
A.2.5	Loop concentration-Remote Channel Interface -2-WAVGL (Outside CO)	Interface	$0.88	$9.43	$9.40	$4.71	$4.70	97-01262 (P)
A.2.6	NID per 2-WAVGL	Loop	$1.15	$0.74				97-01262 (P)
A.2.7	LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic	System		$20.35	$10.54	$13.32		97-01262 (P)
A.2.8	Sub-Loop Feeder-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.2.9	Sub-Loop Distribution-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	Loop						
	Zone 1		$7.30	$147.93	$75.11	$99.96	$16.98	00-00544 (I)
	Zone 2		$9.54	$147.93	$75.11	$99.96	$16.98	00-00544 (I)
	Zone 3		$12.47	$147.93	$75.11	$99.96	$16.98	00-00544 (I)
A.2.13	Network Interface Device Cross Connect	Cross Connect		$11.11	$11.11			00-00544 (I)
A.2.14	2-Wire Intrabuilding Network Cable (INC)	Per Cable	$1.35	$94.56	$29.35			00-00544 (I)
A.2.15	4-Wire Intrabuilding Network Cable (INC)		$2.26	$116.14	$37.10			00-00544 (I)
A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			$517.25				00-00544 (I)
A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			$42.68				00-00544 (I)
A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			$313.01				00-00544 (I)
A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			$108.06				00-00544 (I)
A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			$517.25				00-00544 (I)
			$24.34					
A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	Loop						
	Zone 1		$21.52	$137.31	$61.93	$118.04	$30.13	00-00544 (I)
	Zone 2		$28.11	$137.31	$61.93	$118.04	$30.13	00-00544 (I)
	Zone 3		$36.76	$137.31	$61.93	$118.04	$30.13	00-00544 (I)
			$18.22					
A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	Loop						

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	Zone 1		$16.11	$142.83	$67.45	$104.67	$18.53	00-00544 (I)
	Zone 2		$21.04	$142.83	$67.45	$104.67	$18.53	00-00544 (I)
	Zone 3		$27.51	$142.83	$67.45	$104.67	$18.53	00-00544 (I)
			$29.47					00-00544 (I)
A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	Loop						
	Zone 1		$26.06	$116.00	$40.62	$106.82	$18.91	00-00544 (I)
	Zone 2		$34.03	$116.00	$40.62	$106.82	$18.91	00-00544 (I)
	Zone 3		$44.50	$116.00	$40.62	$106.82	$18.91	00-00544 (I)
			$10.77					00-00544 (I)
A.2.30	Sub-Loop - Per 2-Wire Copper Loop / Feeder Only	Loop						
	Zone 1		$9.52	$114.27	$38.89	$104.67	$18.53	00-00544 (I)
	Zone 2		$12.43	$114.27	$38.89	$104.67	$18.53	00-00544 (I)
	Zone 3		$16.26	$114.27	$38.89	$104.67	$18.53	00-00544 (I)
			$16.25					00-00544 (I)
A.2.32	Sub-Loop - Per 4-Wire Copper Loop / Feeder Only	Loop						
	Zone 1		$14.37	$123.41	$48.03	$110.44	$22.53	00-00544 (I)
	Zone 2		$18.76	$123.41	$48.03	$110.44	$22.53	00-00544 (I)
	Zone 3		$24.53	$123.41	$48.03	$110.44	$22.53	00-00544 (I)
			$5.83					00-00544 (I)
A.2.40	Sub-Loop - Per 2-Wire Copper Loop / Distribution Only	Loop						
	Zone 1		$5.16	$110.71	$37.89	$94.41	$13.09	00-00544 (I)
	Zone 2		$6.74	$110.71	$37.89	$94.41	$13.09	00-00544 (I)
	Zone 3		$8.81	$110.71	$37.89	$94.41	$13.09	00-00544 (I)
			$7.38					00-00544 (I)
A.2.42	Sub-Loop - Per 4-Wire Copper Loop / Distribution Only	Loop						
	Zone 1		$6.52	$117.12	$44.30	$99.96	$16.98	00-00544 (I)
	Zone 2		$8.52	$117.12	$44.30	$99.96	$16.98	00-00544 (I)
	Zone 3		$11.14	$117.12	$44.30	$99.96	$16.98	00-00544 (I)
A.2.44	Network Interface Device (NID) - 2 line	Loop		$89.69	$54.56	$0.6391	$0.6391	00-00544 (I)
A.2.45	Network Interface Device (NID) - 6 line	Loop		$129.65	$94.51	$0.6522	$0.6522	00-00544 (I)
A.3	**Loop Channelization and CO Interface (Inside CO)**							
A.3.1	Loop Channelization System - DLC	System	$307.07	$307.34	$74.37	$4.18		97-01262 (P)
A.3.2	CO Channel Interface - 2-Wire Voice Grade	Interface	$1.20	$9.57	$9.52	$8.66	$8.60	97-01262 (P)
A.3.3	LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic	System		$20.35	$10.54	$13.32		97-01262 (P)
A.3.3	Loop Concentration - Channelization System - Incremental Cost - Manual Svc Order vs. Electronic	System		20.35	10.54	13.32		
A.3.12	Unbundled Loop Concentration - System A (TR008)	System	$500.18	$613.60				00-00544 (I)
A.3.13	Unbundled Loop Concentration - System B (TR008)	System	$54.82	$255.67				00-00544 (I)
A.3.14	Unbundled Loop Concentration - System A (TR303)	System	$539.00	$613.60				00-00544 (I)
A.3.15	Unbundled Loop Concentration - System B (TR303)	System	$92.37	$255.67				00-00544 (I)
A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card	Card	$6.23	$74.39	$53.07	$30.23	$8.46	00-00544 (I)
A.3.17	Unbundled Loop Concentration - POTS Card	Card	$2.32	$8.69	$8.65	$9.71	$9.65	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)	Card	$8.46	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.3.19	Unbundled Loop Concentration - SPOTS Card	Card	$12.45	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.3.20	Unbundled Loop Concentration - Specials Card	Card	$7.53	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card	Card	$35.77	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data	Interface	$11.03	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.4	**4-Wire Analog Voice Grade Loop**							
A.4.1	4-wire analog voice grade loop	Loop		$122.76	$85.57	$76.35	$39.16	97-01262 (P)
	Zone 1		$24.70					97-01262 (P)
	Zone 2		$32.25					97-01262 (P)
	Zone 3		$42.17					97-01262 (P)
A.4.2	NID per 4-wire analog voice grade loop	Loop	$1.27	$0.74				97-01262 (P)
A.4.3	4-WAVGL-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.5	**2-Wire ISDN Digital Grade Loop**							
A.5.1	2-Wire ISDN Digitial Grade Loop	Loop						
	Zone 1		$22.22	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
	Zone 2		$29.02	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
	Zone 3		$37.95	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
A.5.1	2-wire ISDN Digital Grade Loop	Loop						97-01262 (P)
A.5.2	NID per 2-Wire ISDN Digital Grade Loop	Loop	$1.15	$0.74				97-01262 (P)
A.5.3	2-Wire ISDN Digital Grade Loop-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.5.6	Universal Digital Channel	Loop						
	Zone 1		$22.22	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
	Zone 2		$29.02	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
	Zone 3		$37.95	$142.76	$88.88	$76.35	$39.16	97-01262 (P)
A.6	**2-wire asymmetrical digital subscriber line (ADSL) compatible loop**							
A.6.1	2-wire ADSL compatible loop	Loop		$270.01	$234.63	$74.54	$39.14	00-00544 (I)
	Zone 1		$13.82					97-01262 (P)
	Zone 2		$18.05					97-01262 (P)
	Zone 3		$23.60					97-01262 (P)
A.6.2	NID per 2-wire ADSL loop	Loop	$1.15	$0.74				97-01262 (P)
A.6.3	2-Wire ADSL Digital Grade Loop-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.7	**2-wire high bit rate DSL compatible loop**							
	Zone 1		$10.83					97-01262 (P)
	Zone 2		$14.15					97-01262 (P)
	Zone 3		$18.50					97-01262 (P)
A.7.1	2-wire HDSL compatible loop	Loop		$270.01	$234.63	$74.54	$39.14	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
A.7.2	NID per 2-wire HDSL loop	Loop	$1.15	$0.74				97-01262 (P)
A.7.3	2-Wire HDSL Loop-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.8	**4-wire HDSL compatible loop**							
A.8.1	4-wire HDSL compatible loop	Loop		$279.60	$244.22	$74.54	$39.14	00-00544 (I)
	Zone 1		$13.93					97-01262 (P)
	Zone 2		$18.20					97-01262 (P)
	Zone 3	Loop	$23.80					97-01262 (P)
A.8.2	NID per 4-wire HDSL loop	Loop	$1.27	$0.74				97-01262 (P)
A.8.3	4-Wire HDSL Loop-Order Coordination for Specified Conversion Time			$34.29				97-01262 (P)
A.9	**4-wire DS1 Digital Loop**	Loop						
A.9.1	4-wire DS1 Digital Loop			$313.08	$219.72	$96.86	$40.45	97-01262 (P)
	Zone 1		$57.73					97-01262 (P)
	Zone 2		$75.40					97-01262 (P)
	Zone 3		$98.59					97-01262 (P)
A.9.2	4-Wire DS1 Loop - Incremental Cost - Manual Svc Order vs Electronic	Loop		$18.98	$8.43	$11.95	$0.00	97-01262 (P)
A.9.3	4-Wire DS1 Loop-Order Coordination for Specified Conversion Time	Loop		$34.59				97-01262 (P)
A.10	**4-wire 56 or 64 KBPS Digital Grade Loop**							
A.10.1	4-wire 56 or 64 KBPS Digital Grade Loop	Loop		$207.01	$141.38	$90.70	$44.18	97-01262 (P)
	Zone 1		$31.10					97-01262 (P)
	Zone 2		$40.61					97-01262 (P)
	Zone 3		$53.11					97-01262 (P)
A.10.2	NID per 4-wire 56 or 64 KBPS Digital Grade Loop	Loop	$1.27	$0.74				97-01262 (P)
A.10.3	4-Wire 56/64 Kbps Dig. GL-Order Coordination for Specified Conversion Time	Loop		$34.29				97-01262 (P)
A.11	**Unbundled Loops-Incremental Cost-Manual Svc vs Electronic**							
A.11.1	Unbundled 2-Wire Loops-Incremental Cost-Manual Svc vs Electronic	Loop		$20.35	$10.54	$13.32		97-01262 (P)
A.11.2	Unbundled 4-Wire Loops (excluding DS1)-Incremental Cost-Manual vs Electronic	Loop		$20.35	$10.54	$13.32		97-01262 (P)
A.11.3	NID per 2-Wire Loops- Manual Svc Order vs Electronic	Loop		$20.35	$10.54	$13.32		97-01262 (P)
A.11.4	NID per 4-Wire Loops- Manual Svc Order vs Electronic	Loop		$20.35	$10.54	$13.32		97-01262 (P)
A.12	**CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)**							
A.12.1	Unbundled Loop Concentration - System A (TR008)	System	$554.30	$384.75	$209.58	$229.31	$72.71	00-00544 (I)
A.12.2	Unbundled Loop Concentration - System B (TR008)	System	$79.61	$384.75	$209.58	$229.31	$72.71	00-00544 (I)
A.12.3	Unbundled Loop Concentration - System A (TR303)	System	$590.18	$384.75	$209.58	$229.31	$72.71	00-00544 (I)
A.12.4	Unbundled Loop Concentration - System B (TR303)	System	$115.49	$384.75	$209.58	$229.31	$72.71	00-00544 (I)
A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	Interface	$60.89	$116.00	$40.62	$106.82	$18.91	00-00544 (I)
A.12.6	Unbundled Loop Concentration - POTS Card	Card	$2.43	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)	Card	$8.93	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.12.8	Unbundled Loop Concentration - SPOTS Card	Card	$13.14	$8.69	$8.65	$9.71	$9.65	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

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				First	Additional	First	Additional	
A.12.9	Unbundled Loop Concentration - Specials Card	Card	$7.94	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card	Card	$37.78	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data	Interface	$11.64	$8.69	$8.65	$9.71	$9.65	00-00544 (I)
A.13	2-WIRE COPPER LOOP							
	STATEWIDE		$14.94					
A.13.1	2-Wire Copper Loop - short (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		$13.19	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 2		$17.23	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 3		$22.53	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	(Nonrecurring with Loop Makeup)			187.34	74.9			
A.17.4	Unbundled Loop Modification - Additive			12.36	12.36			
	STATEWIDE		$14.94					
A.13.1	2-Wire Copper Loop - short (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		$13.19	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 2		$17.23	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 3		$22.53	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	(Nonrecurring without Loop Makeup)			$109.48	$40.41			
A.17.4	Unbundled Loop Modification - Additive			12.36	12.36			
A.13.7	2-Wire Copper Loop - long (Nonrecurring with Loop Makeup)	Loop						
	STATEWIDE		$47.50					
	Zone 1		$13.19	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 2		$17.23	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 3		$22.53	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	STATEWIDE		$47.50					
A.13.7	2-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		$13.19	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 2		$17.23	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 3		$22.53	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
A.13.12	2-Wire Copper Loop - Non-Designed	Loop						
	Zone 1		$13.19	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 2		$17.23	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
	Zone 3		$22.53	$31.99	$20.02	$10.65	$1.41	00-00544 (I)
A.14	4-WIRE COPPER LOOP							
	STATEWIDE		$20.56					
A.14.1	4-Wire Copper Loop - short (Nonrecurring with Loop Makeup)	Loop						

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	Zone 1		$24.70	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 2		$32.25	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 3		$42.17	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	(Nonrecurring with Loop Makeup)			200.31	87.86			
A.17.4	Unbundled Loop Modification - Additive			12.36	12.36			
	STATEWIDE		$20.56					
A.14.1	4-Wire Copper Loop - short (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		$24.70	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 2		$32.25	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 3		$42.17	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	(Nonrecurring without Loop Makeup)			122.45	53.37			
A.17.4	Unbundled Loop Modification - Additive			12.36	12.36			
	STATEWIDE		$64.03					
A.14.7	4-Wire Copper Loop - long (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		$24.70	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 2		$32.25	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 3		$42.17	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	STATEWIDE		$64.05					
A.14.7	4-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		$24.70	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 2		$32.25	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
	Zone 3		$42.17	$122.76	$85.57	$76.35	$39.16	00-00544 (I)
A.15	**UNBUNDLED NETWORK TERMINATING WIRE (NTW)**							
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair							
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)							
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair							
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)							
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair							
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)							
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair	Per Pair	$0.4555	$2.48				00-00544 (I)
A.16	**HIGH CAPACITY UNBUNDLED LOCAL LOOP**							
A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		$374.24	$595.37	$304.50	$234.83	$170.16	00-00544 (I)
A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		$9.19					00-00544 (I)
A.16.3	High Capacity Unbundled Local Loop -DS3 -Incremental Cost - Manual Svc Order vs. Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		$618.88	$787.84	$262.31	$109.04	$105.91	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		$6.97					00-00544 (I)
A.16.6	High Capacity Unbundled Local Loopl - OC3 - Incremental Cost Manual Svc Order vs Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		$2,246.28	$992.37	$262.31	$109.04	$105.91	00-00544 (I)
A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		$8.58					00-00544 (I)
A.16.9	High Capacity Unbundled Local Loop -OC12 - Incremental Cost - Manual Svc Order vs. Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		$1,490.11	$1,190	$255.01	$128.05	$124.92	00-00544 (I)
A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		$28.14					00-00544 (I)
A.16.12	High Capacity Unbundled Local Loop - OC48 - Incremental Cost - Manual Svc Order vs. Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		$678.67	$177.59	$163.78	$109.04	$105.91	00-00544 (I)
A.16.14	High Capacity Unbundled Local Loop - OC48 - Interface-Incremental Cost-Manual Svc Order vs Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$389.35	$595.37	$304.50	$215.82	$151.15	00-00544 (I)
A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		$9.19					00-00544 (I)
A.16.17	High Capacity Unbundled Local Loop - STS-1 - Incremental Cost - Manual Svc. Order vs. Electronic			$36.84	$36.84	$19.01	$19.01	00-00544 (I)
A.17	**LOOP CONDITIONING**							
A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short	Per Loop		$65.40				00-00544 (I)
A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long -	Per Loop		$710.71	$23.77			00-00544 (I)
A.17.3	Unbundled Loop Modification - Bridged Tap Removal	Per Loop		$65.44				00-00544 (I)
A.17.4	Unbundled Loop Modification - Additive	Per Loop		$12.36	$12.36			00-00544 (I)
A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal	Per Loop		$335.36	$7.82			00-00544 (I)
A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal	Per Loop		$528.48	$9.74			00-00544 (I)
A.18	**MULTIPLEXERS**							
A.18.1	Channelization - Channel System DS1 to DS0	System	$80.77	$141.87	$77.11	$14.51	$13.46	97-01262 (P)
A.18.2	Interface Unit - Interface DS1 to DS0 - OCU - DP Card	Card	$1.82	$6.07	$4.66			97-01262 (P)
A.18.3	Interface Unit - Interface DS1 to DS0 - Brite Card	Card	$3.10	$6.07	$4.66			97-01262 (P)
A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card	Card	$0.91	$6.07	$4.66			97-01262 (P)
A.18.5	Channelization - Channel System DS3 to DS1	System	$222.98	$308.03	$108.47	$44.47	$42.62	97-01262 (P)
A.18.6	Interface Unit - Interface DS3 to DS1	Interface	$17.58	$6.07	$4.66			97-01262 (P)
A.18.10	Channelization - Channel System DS1 to DS0 - Incremental Cost - Manual Service Order vs. Electronic	System		$20.35	$9.80	$11.49	$1.18	97-01262 (P)
A.18.11	Channelization - Channel System DS3 to DS1 - Incremental Cost - Manual Service Order vs. Electronic	System		$20.35	$9.80	$11.49	$1.18	97-01262 (P)
A.19	**LOOP TESTING BEYOND VOICE GRADE**							
A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour	Per 1/2 Hr.						Rate TBD per 11/20/01 Decision in 00-00544
A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour	Per 1/2 Hr.						Rate TBD per 11/20/01 Decision in 00-00545

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour	Per 1/2 Hr.						Rate TBD per 11/20/01 Decision in 00-00546
B.0	**UNBUNDLED LOCAL EXCHANGE AND FEATURES**							
B.1	**Exchange Ports (EP) (Including all Applicable Features)**							
B.1.1	Exchange ports - 2-wire Analog Line Port (Res., Bus.)	Port	$1.89	$9.93	$9.19	$3.66	$2.92	97-01262 (P)
B.1.2	Exchange ports - 4-wire Analog Voice Grade Port	Port	$8.27	$9.93	$9.19	$3.66	$2.92	97-01262 (P)
B.1.3	Exchange ports - 2-wire DID Port	Port	$8.97	$47.75	$47.01	$9.21	$8.47	97-01262 (P)
B.1.4	Exchange ports - 4-wire DID Port	Port	$35.74	$75.93	$38.15	$8.77	$8.04	97-01262 (P)
B.1.5	Exchange ports - 2-wire ISDN Port	Port	$16.26	$30.23	$29.49	$4.10	$4.10	97-01262 (P)
B.1.6	Exchange ports - 4-wire ISDN DS1 Port	Port	$75.04	$148.66	$147.18	$38.46	$36.98	97-01262 (P)
B.1.7	Exchange ports - 2-wire Analog Line Port (PBX)	Port	$1.79	$9.93	$9.19	$3.66	$2.92	97-01262 (P)
B.1.8	Exchange ports - Coin Port	Port	$2.11	$9.93	$9.19	$3.66	$2.92	97-01262 (P)
B.1.9	EP-2-Wire Analog Line Port (Res.,Bus.)-Incremental Cost-Manual vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
B.1.10	EP-4-WAVG Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
B.1.11	EP-2-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
B.1.12	EP-4-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
B.1.13	EP-2-Wire ISDN Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$41.43	$42.17	$9.80	$9.80	97-01262 (P)
B.1.14	EP-4-Wire ISDN DS1 Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$40.69	$42.17	$9.07	$10.54	97-01262 (P)
B.1.15	EP-2-Wire Analog Line Port (PBX)-Incremental Cost-Manual Sc Order vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
B.1.16	Exchange ports - Coin Port-Incremental Cost-Manual Svc Order vs Electronic	Port		$20.35	$10.54	$13.32	$1.40	97-01262 (P)
C.0	**UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION**							
C.1	**Local switching**							
C.1.1	End office switching function	MOU	$0.0008041					97-01262 (P)
C.1.2	End Office Interoffice Trunk Port - Shared, per MOU	MOU	Included in C.1.1					97-01262 (P)
C.2	**Tandem switching**							
C.2.1	Tandem switching function	MOU	$0.0009778					97-01262 (P)
C.2.2	Tandem Interoffice Trunk Port - Shared, per MOU	MOU	Included in C.2.1					97-01262 (P)
D.0	**UNBUNDLED TRANSPORT AND LOCAL INTERCONNECTION**							
D.1	**Common Transport**							
D.1.1	Common transport - per mile, per MOU	Per Mile, per MOU	$0.0000064					97-01262 (P)
D.1.2	Common Transport - Facilities Termination per MOU	MOU	$0.0003871					97-01262 (P)
D.2	**Interoffice Transport - Dedicated - Voice Grade**							
D.2.1	Interoffice Transport - Dedicated - Voice Grade	Mile	$0.0174					97-01262 (P)
D.2.2	Interoffice Transport-Dedicated - 2-wire voice grade- Facility Termination	Termination	$18.58	$55.39	$17.37	$27.96	$3.51	97-01262 (P)
D.2.3	Interoffice Transport-Voice Grade-Incremental Cost-Manual Order vs Electronic	Termination		$20.35	$21.09	$9.80	$10.54	97-01262 (P)
D.3	**Interoffice Transport - Dedicated-DSO-56/64 KBPS**							

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

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				First	Additional	First	Additional	
D.3.1	Interoffice Transport - Dedicated - DSO - per mile	Mile	$0.0174					97-01262 (P)
D.3.2	Interoffice Transport-Dedicated-DSO-Facility Termination	Termination	$17.98	$55.39	$17.37	$27.96	$3.51	97-01262 (P)
D.3.3	Interoffice Transport-DS0-Incremental Cost-Manual Svc Order vs Electronic	Termination		$20.35	$21.09	$9.80	$10.54	97-01262 (P)
D.4	**Interoffice Transport - Dedicated - DS1**							
D.4.1	Interoffice Transport - Dedicated - DS1 - per mile	Mile	$0.3562					97-01262 (P)
D.4.2	Interoffice Transport-Dedicated-DS1-Facility Termination	Termination	$77.86	$112.40	$76.27	$19.55	$14.99	97-01262 (P)
D.4.3	Interoffice Transport-DS1-Incremental Cost-Manual Svc Order vs Electronic	Termination		$20.35	$21.09	$9.80	$10.54	97-01262 (P)
D.5	**Local Channel (LC) - Dedicated**							
D.5.1	Local Channel - Dedicated - 2-wire voice grade	Channel		$199.33	$24.16	$54.81	$4.80	97-01262 (P)
	Zone 1		$17.18					97-01262 (P)
	Zone 2		$22.44					97-01262 (P)
	Zone 3		$29.34					97-01262 (P)
D.5.2	Local Channel - Dedicated - 4-wire voice grade	Channel		$201.53	$24.83	$55.52	$5.51	97-01262 (P)
	Zone 1		$18.18					97-01262 (P)
	Zone 2		$23.74					97-01262 (P)
	Zone 3		$31.05					97-01262 (P)
D.5.3	Local Channel - Dedicated - DS1	Channel		$277.35	$233.26	$33.18	$22.30	97-01262 (P)
	Zone 1		$36.24					97-01262 (P)
	Zone 2		$47.33					97-01262 (P)
	Zone 3		$61.89					97-01262 (P)
D.5.4	LC-Dedicated-2-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic	Channel		$20.35	$10.54	$13.30	$0.00	97-01262 (P)
D.5.5	LC-Dedicated-4-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic	Channel		$20.35	$10.54	$13.30	$0.00	97-01262 (P)
D.5.6	LC-Dedicated-DS1-Incremental Cost-Manual Svc Order vs Electronic	Channel		$45.68	$1.76	$21.75	$1.76	97-01262 (P)
D.5.7	Local Channel - Dedicated - DS3 - Per Mile	Channel	$7.15					00-00544 (I)
D.5.8	Local Channel - Dedicated - DS3 - Facility Termination	Channel	$611.30	$595.37	$304.50	$215.82	$151.15	00-00544 (I)
D.5.9	Local Channel - Dedicated - DS3 -Incremental Cost - Manual Svc Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.10	Local Channel - Dedicated - OC3 - Per Mile	Channel	$6.00					00-00544 (I)
D.5.11	Local Channel - Dedicated - OC3 - Facility Termination	Channel	$1,320.28	$787.84	$262.31	$109.04	$105.91	00-00544 (I)
D.5.12	Local Channel - Dedicated - OC3 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.13	Local Channel - Dedicated - OC12 - Per Mile	Channel	$8.58					00-00544 (I)
D.5.14	Local Channel - Dedicated - OC12 - Facility Termination	Channel	$7,849.28	$992.37	$262.31	$109.04	$105.91	00-00544 (I)
D.5.15	Local Channel - Dedicated - OC12 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.16	Local Channel - Dedicated - OC48 - Per Mile	Channel	$28.14					00-00544 (I)
D.5.17	Local Channel - Dedicated - OC48 - Facility Termination	Channel	$1,908.11	$985.07	$255.01	$109.04	$105.91	00-00544 (I)
D.5.18	Local Channel - Dedicated - OC48 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48	Channel	$644.82	$382.12	$163.78	$109.04	$105.91	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

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				First	Additional	First	Additional	
D.5.20	Local Channel - Dedicated - OC48 - Interface - Inc. Cost - Man. Svc Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination	Channel	$599.59	$588.07	$297.20	$215.82	$151.15	00-00544 (I)
D.5.22	Local Channel - Dedicated - STS-1 - Incremental Cost - Manual Svc. Order vs. Electronic	Channel		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.5.23	Local Channel - Dedicated - STS-1 -Per Mile	Channel	$7.15					00-00544 (I)
D.6	**INTEROFFICE TRANSPORT - DEDICATED - DS3**							
D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile	Mile	$2.34					00-00544 (I)
D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination							00-00544 (I)
D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination	Termination	$848.99	$395.29	$176.56	$109.04	$105.91	00-00544 (I)
D.6.3	Interoffice Transport - DS3 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.7	**INTEROFFICE TRANSPORT - DEDICATED - OC3**							
D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile	Mile	$4.43					00-00544 (I)
D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination	Termination	$2,361.11	$689.30	$163.78	$109.04	$105.91	00-00544 (I)
D.7.3	Interoffice Transport - Dedicated - OC3 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.8	**INTEROFFICE TRANSPORT - DEDICATED - OC12**							
D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile	Mile	$14.41					00-00544 (I)
D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination	Termination	$9,124.11	$893.84	$163.78	$109.04	$105.91	00-00544 (I)
D.8.3	Interoffice Transport - Dedicated - OC12 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.9	**INTEROFFICE TRANSPORT - DEDICATED - OC48**							
D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile	Mile	$26.52					00-00544 (I)
D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination	Termination	$13,229.11	$893.84	$163.78	$109.04	$105.91	00-00544 (I)
D.9.3	Interoffice Transport - Dedicated - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48	Termination		$382.12	$163.78	$109.04	$105.91	00-00544 (I)
D.9.5	Interoffice Transport - OC48 Interface - Incremental Cost-Manual Svc Order vs Elec	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.10	**INTEROFFICE TRANSPORT - DEDICATED - STS-1**							
D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile	Mile	$2.34					00-00544 (I)
D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination	Termination	$849.30	$395.29	$176.56	$109.04	$105.91	00-00544 (I)
D.10.3	Interoffice Transport - STS-1 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		$36.84	$36.84	$19.01	$19.01	00-00544 (I)
D.12	**INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE**							
D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile	Mile	$0.0054					00-00544 (I)
D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination	Termination	$24.09	$37.87	$26.02	$30.78	$13.07	00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

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				First	Additional	First	Additional	
D.12.3	Interoffice Transpor t- Dedicated - 4-Wire VG-Incremental Cost-Manual Svc Order vs Elec	Termination		$15.08	$15.08	$8.66	$8.66	00-00544 (I)
E.0	**SIGNALING NETWORK, DATABASES, & SERVICE MANAGEMENT SYSTEMS**							
E.1	**800 Access Ten Digit Screening**							
E.1.1	800 Access Ten digit screening (800 ATDS), per call	Call	$0.0005192					97-01262 (P)
E.1.2	800 Access Ten digit screening, Reservation Charge per 800 Number Reserved	800 Number Reserved		$5.21	$0.76			97-01262 (P)
E.1.3	800 Access Ten digit screening, Per 800 # Established W/O POTS Translations	800 Number Established		$11.47	$1.46	$7.34	$0.7602	97-01262 (P)
E.1.4	800 Access Ten digit screening, Per 800 # Established With POTS Translations	800 Number Established		$11.47	$1.46	$7.34	$0.7602	97-01262 (P)
E.1.5	800 Access Ten digit screening, Customized Area of Service Per 800 Number	800 Number		$4.47	$2.24			97-01262 (P)
E.1.6	800 ATDS, Multiple InterLATA CXR Routing Per CXR Requested Per 800 #	800 Number		$5.23	$3.00			97-01262 (P)
E.1.7	800 Access Ten digit screening, Change Charge Per Request	Request		$5.97	$0.76			97-01262 (P)
E.1.8	800 Access Ten digit screening, Call Handling and Destination Features	Request		$4.47				97-01262 (P)
E.1.9	800 ATDS, Resrv Chrg Per 800 # Reserved-Incrm Cost-Manual Svc Order vs Electr	800 Number Reserved		$20.35				97-01262 (P)
E.1.10	800 ATDS, Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order vs Electr	800 Number Established		$20.35		$13.28		97-01262 (P)
E.1.11	800 ATDS, Per 800 # Est'd w/ POTS Transl-Incrm Cost-Manual Svc Order vs Electr	800 Number Established		$20.35		$13.28		97-01262 (P)
E.1.12	800 ATDS, Chng Chrg/Request-Incrm Cost-Manual Svc Order vs Electr	Request		$20.35				97-01262 (P)
E.2	**Line Information Data Base Access (LIDB)**							
E.2.1	LIDB Common Transport per Query	Query	$0.0000354					97-01262 (P)
E.2.2	LIDB Validation per Query	Query	$0.0117403					97-01262 (P)
E.2.3	LIDB Originating Point Code Establishment or Change	Point Code		$49.03				97-01262 (P)
E.2.4	LIDB-Incremental Cost-Manual Svc Order vs Electronic	Point Code		$20.35				97-01262 (P)
E.3	**CCS7 Signaling Transport**							
E.3.1	CCS7 Signaling Connection, per 56kbps facility (A Link or B Link)	56kbps Facility	$17.84	$130.84				97-01262 (P)
E.3.2	CCS7 Signaling Termination, per STP Port	STP Port	$138.41					97-01262 (P)
E.3.3	CCS7 Signaling Usage, per call setup message	Message	$0.0000373					97-01262 (P)
E.3.4	CCS7 Signaling Usage, per TCAP Message	Message	$0.0000916					97-01262 (P)
E.3.5	CCS7 Signaling Usage Surrogate, per 56kbps facility, per LATA per month	56kbps Facility, per LATA	$352.30					97-01262 (P)
E.3.6	CCS7-Incremental Cost-Manual Svc Order vs Electronic	56kbps Facility		$20.35				97-01262 (P)
E.3.7	CCS7 Signaling Connection, Per link (A link) (Same as E.3.1)	Link	$17.84	$130.84				00-00544 (I)
E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)(Same as E.3.1)	Link	$17.84	$130.84				00-00544 (I)
E.3.9	CCS7 Signaling Usage, Per ISUP Message(Same as E.3.3)	Message	$0.0000373					00-00544 (I)
E.3.10	CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)(Same as E.3.5)	Link	$352.30					00-00544 (I)
E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected	STP		$121.77				00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
E.4	**BellSouth Calling Name (CNAM) Database (DB) Service**							
E.4.1	CNAM for DB Owners - Service Establishment, Manual	Per CLEC		$43.27		$39.79		00-00544 (I)
E.4.2	CNAM for Non DB Owners - Service Establishment, Manual	Per CLEC		$43.27		$39.79		00-00544 (I)
E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment	Per Point Code		(I) $1,868	(S) $1,382	(I)$507.09	(S) $372.86	00-00544 (I)
E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment	Per Point Code		(I) $645.50	(S)$462.23	(I)$519.01	(S) $372.86	00-00544 (I)
E.4.5	CNAM for DB and Non DB Owners, Per Query	Query	$0.0010541					00-00544 (I)
E.5	**BellSouth Access To 911 Service**							
E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	Channel						
	Zone 1		$17.18	$199.33	$24.16	$54.81	$4.80	00-00544 (I)
	Zone 2		$22.44	$199.33	$24.16	$54.81	$4.80	00-00544 (I)
	Zone 3		$29.34	$199.33	$24.16	$54.81	$4.80	00-00544 (I)
E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)	Mile	$0.02					00-00544 (I)
E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire VG Facility Term (Same as D.2.2)		$18.58	$55.39	$17.37	$27.96	$3.51	00-00544 (I)
E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.3)	Channel						00-00544 (I)
	Zone 1		$36.24	$277.35	$233.26	$33.18	$22.30	00-00544 (I)
	Zone 2		$47.33	$277.35	$233.26	$33.18	$22.30	00-00544 (I)
	Zone 3		$61.89	$277.35	$233.26	$33.18	$22.30	00-00544 (I)
E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)	Mile	$0.36					00-00544 (I)
E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)	Termination	$77.86	$112.40	$76.27	$19.55	$14.99	00-00544 (I)
E.6	**LNP Query Service**							
E.6.1	LNP Cost Per query	Query	$0.0009277					00-00544 (I)
E.6.2	LNP Service Establishment Manual	Per CLEC		$23.60		$21.71		00-00544 (I)
E.6.3	LNP Service Provisioning with Point Code Establishment	Per Point Code		(I) $1,119	(S) $571.71	(I)$507.09	(S) $372.86	00-00544 (I)
F.0	**OPERATIONAL SUPPORT SYSTEMS**							
F.1.	**Operational Support Systems**							
F.1.1	OSS Electronic Interface		Included in Loops, Ports, and Local Channels	Included in Loops, Ports, and Local Channels				97-01262 (P)
F.1.2	OSS OLEC Daily Usage File: Recording; per message	Message	$0.0000044					97-01262 (P)
F.1.3	OSS OLEC Daily Usage File: Message distribution/processing, per message	Message	$0.0027366					97-01262 (P)
F.1.4	OSS OLEC Daily Usage File: Message Distribution/Processing, per magnetic tape provisioned	Magnetic Tape	$52.75					97-01262 (P)
F.1.5	OSS OLEC Daily Usage File: Data Transmission (Connect: Direct), per message	Message	$0.0000339					97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
G.0	OPERATOR SVC AND DIRECTORY ASSISTANCE							
G.1	Operator Call Processing (OCP)							
G.1.1	OCP - Op. Provided cost per min - using BST LIDB	Minute	$1.08					97-01262 (P)
G.1.2	OCP - Op. Provided cost per min - using foreign LIDB	Minute	$1.13					97-01262 (P)
G.1.3	OCP - Fully automated cost per call -using BST LIDB	Call	$0.1010353					97-01262 (P)
G.1.4	OCP-Fully automated cost per call-using foreign LIDB	Call	$0.1228180					97-01262 (P)
G.1.5	Loading Expense Per Announcement For Branded Announcement	Announcement		$240.71	$240.71			97-01262 (P)
G.1.6	Recording Expense Per Announcement For Branded Announcement	Announcement		$1,555.00	$1,553.00	$7.03	$7.03	97-01262 (P)
G.2	Inward Operator Services (IOS)							
G.2.1	IOS - Verification, per minute	Minute	$1.03					97-01262 (P)
G.2.2	IOS - Verification and Emergency Interrupt, per minute	Minute	$1.03					97-01262 (P)
G.3	Directory assistance (DA) call completion access service (DACC)							
G.3.1	DACC, per call attempt	Call Attempt	$0.0364771					97-01262 (P)
G.4	Number Svcs Intercept Access Service							
G.4.1	Number services intercept per query	Query	$0.0177930					97-01262 (P)
G.5	Directory Assistance Access Service							
G.5.1	DA Access Service Calls, cost per call	Call	$0.2286787					97-01262 (P)
G.5.2	Loading Expense Per Announcement For Branded Announcement	Announcement		$240.71	$240.71			97-01262 (P)
G.5.3	Recording Expense Per Announcement For Branded Announcement	Announcement		$1,555.00	$1,553.00	$7.03	$7.03	97-01262 (P)
G.6	Directory Transport (DT)							
G.6.1	DT - Local Channel DS1	Channel	$40.99	$277.35	$233.26	$33.18	$22.30	97-01262 (P)
G.6.2	DT - DS1 Level Interoffice per mile	Mile	$0.3562					97-01262 (P)
G.6.3	DT - DS1 Level Interoffice per facility termination	Termination	$77.86	$112.40	$76.27	$19.55	$14.99	97-01262 (P)
G.6.4	Switched common transport per DA access service per call	Call	$0.0002710					97-01262 (P)
G.6.5	Switched common transport per DA access service per call per mile	Call, per Mile	$0.0000165					97-01262 (P)
G.6.6	Access Tandem Switching per DA Access service per call	Call	$0.0001875					97-01262 (P)
G.6.7	DT-DA Interconnection Per DA Service Call	Call	$0.0000000					97-01262 (P)
G.6.8	DT-Installation NRC, Per Trunk or Signaling Connection	Trunk		$204.62	$4.43	$136.09	$4.43	97-01262 (P)
G.6.9	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic	Channel		$45.68	$1.76	$21.75	$1.76	97-01262 (P)
G.6.10	DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic	Termination		$20.35	$21.09	$9.80	$10.54	97-01262 (P)
G.7	Directory Assistance Data Base Service (DADS)							
G.7.1	DADS Cost per Listing	Listing	$0.0485					97-01262 (P)
G.7.2	DADS, Monthly Recurring Cost	Customer	$104.13					97-01262 (P)
G.8	Direct Access to Directory Assistance							
G.8.1	Direct access to DA Service, per month	Customer	$5,729					97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
G.8.2	Direct access to DA Service, per query	Query	$0.0493769					97-01262 (P)
G.8.3	Direct Access to DA Service, Service Establishment Charge	Customer		$789.74				97-01262 (P)
G.9	**Selective Routing (Interim Solution Line Class Codes)**							
G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch	Line Class Code, per Switch		$179.60				97-01262 (P)
G.9.2	Selective Routing-Incremental Cost-Manual Svc Order vs Electronic	Line Class Code, per Switch		$20.35				97-01262 (P)
G.11	**Selective Carrier Routing (AIN SOLUTION)**							
G.11.1	Service Establishment per CLEC	Per CLEC		$190,638		$16,200		00-00544 (I)
G.11.2	Service Establishment per End Office	Per End Office		$317.55		$3.19		00-00544 (I)
G.11.4	Query Cost	Query	$0.0206047					00-00544 (I)
H.0	**COLLOCATION**							
	Physical Collocation							
	Cage Construction							
	Planning	per request	$16.16	$2,903.66				97-01262 (P)
	Grounding	per request	$4.32					97-01262 (P)
	Cage Preparation	per 100sf cage	$110.97					97-01262 (P)
	Cage Preparation	per addl 50sf	$55.49					97-01262 (P)
	Land & Building - Caged & Cageless	per 100sf cage	$594.04					97-01262 (P)
	Land & Building - Caged & Cageless	per sf cage	$5.94					97-01262 (P)
	Cable Racking	per entrance cable	$21.47					97-01262 (P)
	Entrance Fiber	per cable	$2.56	$944.27				97-01262 (P)
	Power Delivery	per 40 amp		$142.40				97-01262 (P)
		per 100 amp		$185.72				97-01262 (P)
		per 200 amp		$242.05				97-01262 (P)
	Power Consumption							
	DC Plant	per amp	$3.55					97-01262 (P)
	AC Usage	per amp	$2.03					97-01262 (P)
	Voice Grade Circuits							
	Connection to MDF	per 100 circuits	$4.75	$768.08				97-01262 (P)
	Connection to MDF	per circuit	$0.0475	$7.68				97-01262 (P)
	DS-1 Circuits							
	Connection to DCS	per 28 circuits	$215.12	$1,166.31				97-01262 (P)
	Connection to DCS	per circuit	$7.68	$41.65				97-01262 (P)
	Connection to DSX	per 28 circuits	$10.63	$1,166.31				97-01262 (P)
	Connection to DSX	per circuit	$0.38	$41.65				97-01262 (P)
	DS-3 Circuits							
	Connection to DCS	per circuit	$53.96	$298.03				97-01262 (P)
	Connection to DSX	per circuit	$9.32	$298.03				97-01262 (P)
	Security Access Cards	per 5 cards		$76.10				97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	Entrance Fiber Structure Charge	per ft innerduct	$0.0156					97-01262 (P)
H.1.31	Physical Collocation - 2-fiber Cross Connects - Electronic Ordering	Cross Connect	$15.64	$41.56	$29.82	$12.96	$10.34	99-00430 (P)
H.1.31	Physical Collocation - 2-fiber Cross Connects - Manual Ordering	Cross Connect	$15.64	$44.25	$32.51	$14.52	$11.90	99-00430 (P)
H.1.32	Physical Collocation - 4-fiber Cross Connects - Electronic Ordering	Cross Connect	$28.11	$50.53	$38.78	$16.97	$14.35	99-00430 (P)
H.1.32	Physical Collocation - 4-fiber Cross Connects - Manual Ordering	Cross Connect	$28.11	$53.22	$41.47	$18.53	$15.91	99-00430 (P)
H.1.33	Physical Collocation - 2-fiber POT Bay	POT Bay	$38.79					99-00430 (P)
H.1.34	Physical Collocation - 4-fiber POT Bay	POT Bay	$52.31					99-00430 (P)
H.1.47	Physical Collocation - Space Availability Report per C.O.	Per CO		$2,027.00				00-00544 (I)
H.2	**Virtual Collocation (VC) and Cageless Collocation**							
H.2.1	VC- Application Cost	Application, per CO		$2,633.00				97-01262 (P)
H.2.2	VC- Cable Installation Cost Per Cable	Cable		$1,749.00				97-01262 (P)
H.2.3	VC - Floor space per sq. ft.	Square Foot	$3.91					97-01262 (P)
H.2.4	VC - Floor space power, per ampere	Ampere	$6.79					97-01262 (P)
H.2.5	VC - Cable support structure, per entrance cable	Entrance Cable	$17.87					97-01262 (P)
H.2.6	VC - 2-wire cross connects	Cross Connect	$0.57	$11.62	$9.90	$10.38	$8.66	97-01262 (P)
H.2.7	VC - 4-wire cross connects	Cross Connect	$0.57	$11.81	$10.04	$10.44	$8.67	97-01262 (P)
H.2.8	VC - DS1 cross connects	Cross Connect	$1.32	$32.22	$17.76	$10.46	$8.75	97-01262 (P)
H.2.9	VC - DS3 cross connects	Cross Connect	$12.32	$29.97	$16.30	$12.03	$8.99	97-01262 (P)
H.2.10	VC - Security Escort - Basic, Per Half Hour	Half Hour		$33.15	$20.44			97-01262 (P)
H.2.11	VC -Security Escort - Overtime, Per Half Hour	Half Hour		$41.50	$25.61			97-01262 (P)
H.2.12	VC -Security Escort - Premium, Per Half Hour	Half Hour		$49.86	$30.79			97-01262 (P)
H.2.13	VC-2-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic	Cross Connect		$2.07	$2.81	$0.67	$1.41	97-01262 (P)
H.2.14	VC-4-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic	Cross Connect		$2.07	$2.81	$0.67	$1.41	97-01262 (P)
H.2.15	VC-DS1/DS3 Cross Connects-Incrm. Cost-Manual Svc Order vs Electronic	Cross Connect		$2.07	$2.81	$0.67	$1.41	97-01262 (P)
H.2.16	VC - 2-fiber Cross Connects - Electronic Ordering	Cross Connect	$3.03	$41.56	$29.82	$12.96	$10.34	99-00430 (P)
H.2.16	VC - 2-fiber Cross Connects - Manual Ordering	Cross Connect		$44.25	$32.51	$14.52	$11.90	99-00430 (P)
H.2.17	VC - 4-fiber Cross Connects - Electronic Ordering	Cross Connect		$50.53	$38.78	$16.97	$14.35	99-00430 (P)
H.2.17	VC - 4-fiber Cross Connects - Manual Ordering	Cross Connect		$53.22	$41.47	$18.53	$15.91	99-00430 (P)
H.3	**Assembly Point**							
H.3.1	Assembly Point: 2-Wire Cross Connects	Cross Connect	$1.29	$11.03	$10.09	$11.29	$10.19	00-00544 (P)
H.3.2	Assembly Point: 4-Wire Cross Connects	Cross Connect	$2.22	$11.21	$10.22	$11.58	$10.40	00-00544 (P)
H.3.3	Assembly Point: DS-1 Cross Connects	Cross Connect	$12.77	$28.30	$16.79	$11.61	$10.50	00-00544 (P)
H.3.4	Assembly Point 2-Wire Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		$1.87	$1.87	$1.13	$1.13	00-00544 (P)
H.3.5	Assembly Point 4-Wire Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		$1.87	$1.87	$1.16	$1.16	00-00544 (P)
H.3.6	Assembly Point DS1 Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		$1.87	$1.87	$1.16	$1.16	00-00544 (P)
H.4	**Adjacent Collocation**							
H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.	Square Foot	$0.0656					00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.	Linear Foot	$5.53					00-00544 (I)
H.4.3	Adjacent Collocation - 2-Wire Cross-Connects	Cross Connect	$0.34	$11.12	$10.18	$11.33	$10.23	00-00544 (I)
H.4.4	Adjacent Collocation - 4-Wire Cross-Connects	Cross Connect	$0.33	$11.30	$10.31	$11.62	$10.44	00-00544 (I)
H.4.5	Adjacent Collocation - DS1 Cross-Connects	Cross Connect	$1.70	$28.39	$16.88	$11.65	$10.54	00-00544 (I)
H.4.6	Adjacent Collocation - DS3 Cross-Connects	Cross Connect	$19.03	$26.23	$15.51	$13.40	$10.77	00-00544 (I)
H.4.7	Adjacent Collocation - 2-Fiber Cross-Connect	Cross Connect	$3.49	$26.23	$15.51	$13.41	$10.78	00-00544 (I)
H.4.8	Adjacent Collocation - 4-Fiber Cross-Connect	Cross Connect	$6.50	$29.75	$19.02	$17.60	$14.97	00-00544 (I)
	Adjacent Collocation - Cross-Connects - Manual Svc. Order vs. Electronic Svc. Order	Cross Connect		$1.77	$1.77	$1.12	$1.12	00-00544 (I)
H.4.9	Adjacent Collocation - Application Cost	Application		$2,973		$0.9475		00-00544 (I)
H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	$5.81					00-00544 (I)
H.4.17	Adjacent Collocation - 240V, Single Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	$11.64					00-00544 (I)
H.4.18	Adjacent Collocation - 120V, Three Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	$17.45					00-00544 (I)
H.4.19	Adjacent Collocation - 277V, Three Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	$40.30					00-00544 (I)
H.6	**Collocation in the Remote Terminal (RT) - Physical/Virtual**							
H.6.1	Collocation In The Remote Terminal - Application Fee	Application, per RT		$580.20		$312.76		00-00544 (P)
H.6.2	Collocation In The Remote Terminal - Per Rack/Bay	Per Rack/Bay	$220.41					00-00544 (P)
H.6.3	Collocation In The Remote Terminal - Security Access Key	Per Key		$24.69				00-00544 (P)
H.6.4	Collocation in the RT - Space Availability Report per premises requested	Per Report/Per Premises		$218.49				00-00544 (P)
H.6.5	Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested	Per CLLI Code Requested		$70.81				00-00544 (P)
I.0	**SERVICE PROVIDER NUMBER PORTABILITY**							
I.1	**Service Provider Number Portability - RCF**							
I.1.1	SPNP - RCF, Per number ported	Number Ported	$1.24	$0.46				97-01262 (P)
I.1.2	SPNP - RCF, Per additional path	Path	$0.15					97-01262 (P)
I.1.3	SPNP - RCF, Per Service Order, Per Location	Service Order, per Location		$0.74				97-01262 (P)
								97-01262 (P)
I.2	**Service Provider Number Portability - DID**							97-01262 (P)
I.2.1	SPNP - DID, Per Number Ported, Residence	Number Ported		$0.94				97-01262 (P)
I.2.2	SPNP - DID, Per Number Ported, Business	Number Ported		$0.94				97-01262 (P)
I.2.3	SPNP - DID, Per Service Order, Per Location	Service Order, per Location		$0.74				97-01262 (P)
I.2.4	SPNP - DID, per trunk termination, initial	Trunk	$7.86	$129.66				97-01262 (P)
I.2.5	SPNP - DID, per trunk termination, subsequent	Trunk	$7.69	$37.32				97-01262 (P)
I.2.6	SPNP - Manual Svc Order vs Electronic	Trunk		$20.35	$21.09	$13.32	$14.06	97-01262 (P)
I.2.7	SPNP - Incremental Cost - Manual Svc Order vs Electronic	Trunk		$20.35	$21.09	$13.32	$14.06	97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
I.3	**Service Provider Number Portability - Manual Svc Order vs. Electronic**							
I.3.1	SPNP - Incremental Cost - Manual Svc Order vs. Electronic	Service Order, per Location		$20.35	$21.09	$13.32	$14.06	97-01262 (P)
I.4	**Service Provider Number Portability RIPH**							
I.4.1	SPNP - RIPH, Functionality, Per Central Office	Central Office		$180.61				97-01262 (P)
I.4.2	SPNP - RIPH, Functionality, Per Rearrangement	Rearrangement		$68.83				97-01262 (P)
I.5	**Service Provider Number Portability RI-PH (SPNP-RI-PH)**							
I.5.1	SPNP - RI-PH, per number ported	Number Ported	$0.87	$0.34				97-01262 (P)
I.5.2	SPNP - RI-PH, Per Service Order, Per Location	Service Order, per Location		$0.74				97-01262 (P)
J.0	**OTHER**							
J.1	**Dark Fiber**							
J.1.1	Dark fiber, per 4 fiber strands, per route mile or fraction thereof	4 Fiber Strands, per Route Mile or Fraction Thereof	$53.23	$1,219.22	$169.75	$453.22	$339.34	97-01262 (P)
J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop	4 Fiber Strands, per Route Mile or Fraction Thereof	$58.83	$1,121	$153.19	$580.26	$357.17	00-00544 (I)
J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice	4 Fiber Strands, per Route Mile or Fraction Thereof	$28.74	$1,121	$153.19	$580.26	$357.17	00-00544 (I)
J.2	**Access to Poles, Ducts, Conduits and Rights of Way**							
J.2.1	Access to Poles per Pole, Per Foot, Per Year	Pole, per Foot, per Year	$20.54					
J.2.2	Access to Conduits, Per Foot, Per Year	Foot, per Year	$0.54					
J.2.3	Access to Innerduct, Per Foot, Per Year	Foot, per Year	$0.45					
J.3	**LOOP MAKE-UP**							
J.3.1	Mechanized Loop Make-up	Per Query	$0.76					00-00544 (I)
J.3.3	Manual Loop Make-up w/o Facility Reservation Number	Per Request		$0.76				00-00544 (I)
J.3.4	Manual Loop Make-up w/ Facility Reservation Number	Per Request		$0.76				00-00544 (I)
J.4	**LINE SHARING SPLITTER IN THE CENTRAL OFFICE**							
J.4.1	Line Sharing Splitter - per Splitter System 96-Line Capacity in the Central Office	Per Splitter System	$100.00	$150.00				00-00544 (I)
J.4.2	Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office	Per Splitter System	$25.00	$150.00				00-00544 (I)
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office	Per Line	$0.61	$40.00	$31.39			00-00544 (Rec. is Permanent; NRC is Interim)
J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Arrangement	Per Line		$30.00	$15.00			00-00544 (I)
J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per LSOD)	Per LSOD		$108.66		$82.12		00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per order)	Per Order		$54.40		$10.59		00-00544 (I)
J.4.8	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per occurrence of each group of 24 lines (48 pairs))	Per Occurrence			(S) $15.63		(S) $18.26	00-00544 (I)
J.5	**ACCESS TO THE DCS**							
J.5.1	Customer Reconfiguration Establishment	Per Request		$2.78		$3.32		00-00544 (I)
J.5.2	DS1 DCS Termination with DS0 Switching	Per Termination	$23.35	$41.14	$34.25	$29.94	$24.08	00-00544 (I)
J.5.3	DS1 DCS Termination with DS1 Switching	Per Termination	$13.46	$27.79	$20.90	$21.99	$16.12	00-00544 (I)
J.5.4	DS3 DCS Termination with DS1 Switching	Per Termination	$150.88	$41.14	$34.25	$29.94	$24.08	00-00544 (I)
K.0	**ADVANCED INTELLIGENT NETWORK (AIN) SERVICES**							
K.1	**BellSouth AIN SMS Access Service**							
K.1.1	AIN SMS Access Service-Service Establishment, Per State, Initial Setup	State		$135.56				97-01262 (P)
K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access	Port Connection		$41.75				97-01262 (P)
K.1.3	AIN SMS Access Service - Port Connection - ISDN Access	Port Connection		$41.75				97-01262 (P)
K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code	User ID Code		$96.63				97-01262 (P)
K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement	User ID Code		$113.67				97-01262 (P)
K.1.6	AIN SMS Access Svc - Storage, per unit (100 kilobytes)	100 Kilobytes	$0.0024					97-01262 (P)
K.1.7	AIN SMS Access Service - Session, per minute	Minute	$0.0820123					97-01262 (P)
K.1.8	AIN SMS Access Svc-Company performed session, per minute	Minute	$2.27					97-01262 (P)
K.2	**BellSouth AIN Toolkit Service (AIN TS)**							
K.2.1	AIN TS - Service Establishment Charge, Per State, Initial Setup	State		$132.04				97-01262 (P)
K.2.2	AIN TS - Training Session, Per Customer	Customer		$7,915.00				97-01262 (P)
K.2.3	AIN TS - Trigger Access Charge, Per Trigger, per DN,Term. Attempt	Trigger, per DN		$31.21				97-01262 (P)
K.2.4	AIN TS - Trigger Access Charge, Per Trigger, per DN, Off Hook Delay	Trigger, per DN		$31.21				97-01262 (P)
K.2.5	AIN TS - Trigger Access Charge, Per Trigger, per DN,Off-Hook Immediate	Trigger, per DN		$31.21				97-01262 (P)
K.2.6	AIN TS - Trigger Access Charge, Per Trigger, per DN, 10-Digit PODP	Trigger, per DN		$85.24				97-01262 (P)
K.2.7	AIN TS - Trigger Access Charge, Per Trigger, per DN, CDP	Trigger, per DN		$85.24				97-01262 (P)
K.2.8	AIN TS - Trigger Access Charge, Per Trigger, per DN,Feature Code	Trigger, per DN		$85.24				97-01262 (P)
K.2.9	AIN TS - Query Charge, Per Query	Query	$0.0211882					97-01262 (P)
K.2.10	AIN TS - Type 1 Node Charge, per AIN Toolkit subscription, per Node, per query	AIN Subscription, per Node, per Query	$0.0054774					97-01262 (P)
K.2.11	AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes	100 Kilobytes	$1.50					97-01262 (P)
K.2.12	AIN TS - Monthly report - per AIN TS Subscription	AIN Subscription	$17.43	$33.52				97-01262 (P)
K.2.13	AIN TS - Special study - per AIN TS Subscription	AIN Subscription	$0.1321116	$36.23				97-01262 (P)
K.2.14	AIN TS - Call event report - per AIN TS Subscription	AIN Subscription	$17.35	$33.52				97-01262 (P)
K.2.15	AIN TS - Call event special study - per AIN TS Subscription	AIN Subscription	$0.0511435	$36.23				97-01262 (P)
L.0	**ACCESS DAILY USAGE FILE (ADUF)**							
L.1	**Access Daily Usage File (ADUF)**							
L.1.1	ADUF, Message Processing, per message	Message	$0.0158054					00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message	Message	$0.0001387					00-00544 (I)
M.0	**DAILY USAGE FILES**							
M.1	**Enhanced Optional Daily Usage File**							
M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message	Message	$0.2921174					00-00544 (I)
P.0	**UNBUNDLED LOOP COMBINATIONS**							
	Note: Pursuant to the Authority decision in Docket No. 97-01262, decided September 25, 2001, the non-recurring rates for all "new" combinations are interim rates that are subject to true-up. Permanent rates shall be established in the Generic Docket to Consider Technology Advances and Geographic Deaveraging (Docket No. 01-00339).							
P.1	**2-Wire Voice Grade Loop with 2-Wire Line Port**	Combination						
	Zone 1		$14.18					97-01262 (P)
	Zone 2		$18.01					97-01262 (P)
	Zone 3		$23.02					97-01262 (P)
P.1.3	2-Wire Voice Grade Loop/Line Port Combo - Switch-as-is	Combination		$1.03	$0.29			97-01262 (P)
	2-Wire Voice Grade Loop/Line Port Combo - NEW	Combination		$22.14	$15.25	$8.45	$3.91	97-01262 I)
P.1.4	2-Wire Voice Grade Loop/Line Port Combo - Incremental Cost Manual Svc. Order vs Electronic	Combination		$30.89	$7.03			97-01262 (P)
P.1.5	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update	Combination		$0.76				97-01262 (P)
P.1.6	2-Wire Voice Grade Loop/Line Port Combo -Subsequent Database Update - Incremental Manual Svc Order vs. Electronic	Combination		$7.97				97-01262 (P)
P.3	**2-Wire Voice Grade Loop with 2-Wire DID Trunk Port**	Combination						
	Zone 1		$18.38					97-01262 (P)
	Zone 2		$19.87					97-01262 (P)
	Zone 3		$25.52					97-01262 (P)
P.3.3	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Switch-as-is	Combination		$8.76	$5.75			97-01262 (P)
	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - NEW	Combination		$45.44	$29.94	$8.45	$3.91	97-01262 (I)
P.3.4	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Incremental Cost Manual Svc Order vs. Electronic	Combination		$41.43	$9.80			97-01262 (P)
P.4	**2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port**	Combination						
	Zone 1		$32.27					97-01262 (P)
	Zone 2		$34.78					97-01262 (P)
	Zone 3		$44.32					97-01262 (P)
P.4.3	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Switch-as-is	Combination		$117.23	$117.23			97-01262 (P)
	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - NEW	Combination		$141.75	$118.37	$49.20	$43.26	97-01262 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.4.5	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Non Feature Subsequent Activity	Combination		$212.88				97-01262 (P)
								97-01262 (P)
P.5	**4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port**	Combination						97-01262 (P)
	Zone 1		$132.58					97-01262 (P)
	Zone 2		$150.25					97-01262 (P)
	Zone 3		$173.44					97-01262 (P)
P.5.3	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- Switch-as-is	Combination		$328.53	$328.53			97-01262 (P)
	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- NEW			$415.53	$366.90	$89.28	$77.43	97-01262 (I)
P.5.5	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Channel Activation - Per Channel	Channel		$28.39				97-01262 (P)
P.5.6	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward/2way Telephone Numbers	Group of Numbers		$0.94				97-01262 (P)
P.5.7	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Outward Telephone Numbers	Group of Numbers		$22.36				97-01262 (P)
P.5.8	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward Telephone Numbers	Group of Numbers		$44.71				97-01262 (P)
P.5.9	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Service Order Per Order	Order		$189.76				97-01262 (P)
P.6	**2-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport**							
	First 2-Wire Voice Grade with DS1 (excluding mileage)	Combination						
	Zone 1		$176.10					97-01262 (P)
	Zone 2		$181.17					97-01262 (P)
	Zone 3		$187.82					97-01262 (P)
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Non-Recurring Cost for Extended 2-Wire VG Loop and DS1 Interoffice Transport Combination - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					97-01262 (P)
	Additional 2-Wire Voice Grade Loop in Same DS1 (excluding mileage)	Loop		*See Section P.17 for rate elements*				97-01262 (P)
	Zone 1		$17.47					97-01262 (P)
	Zone 2		$22.54					97-01262 (P)
	Zone 3		$29.19					97-01262 (P)
P.7	**4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport**							

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	First 4-Wire Voice Grade Loop withDS1 (excluding mileage)	Combination						
	Zone 1		$184.24					**97-01262 (P)**
	Zone 2		$191.80					**97-01262 (P)**
	Zone 3		$201.72					**97-01262 (P)**
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	**97-01262 (P)**
	Non-Recurring Cost for Extended 4-Wire VG Loop and DS1 Interoffice Transport Combination - NEW	Combination		***See Section P.17 for rate elements***				**97-01262 (I)**
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					**97-01262 (P)**
	Additional 4-Wire Voice Grade in Same DS1 (excluding mileage)	Loop		***See Section P.17 for rate elements***				**97-01262 (I)**
	Zone 1		$25.61					**97-01262 (P)**
	Zone 2		$33.17					**97-01262 (P)**
	Zone 3		$43.09					**97-01262 (P)**
P.8	**4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport**							
	First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 (excluding mileage)	Combination						
	Zone 1		$190.64					**97-01262 (P)**
	Zone 2		$200.16					**97-01262 (P)**
	Zone 3		$212.65					**97-01262 (P)**
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	**97-01262 (P)**
	Non-Recurring Cost for Extended 4-Wire 56 or 64 kbps Digital Loop and DS1 Interoffice Transport Combination - NEW	Combination		***See Section P.17 for rate elements***				**97-01262 (I)**
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					**97-01262 (P)**
	Additional 4-Wire 56 or 64 kbps in Same DS1 (excluding mileage)	Loop		***See Section P.17 for rate elements***				**97-01262 (I)**
	Zone 1		$32.01					**97-01262 (P)**
	Zone 2		$41.52					**97-01262 (P)**
	Zone 3		$54.02					**97-01262 (P)**
P.9	**Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport**							
	First 2-Wire Local Channel with DS1 (excluding mileage)	Combination						
	Zone 1		$176.72					**97-01262 (P)**
	Zone 2		$181.98					**97-01262 (P)**
	Zone 3		$188.88					**97-01262 (P)**

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Non-Recurring Cost for Extended 2-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					97-01262 (P)
	Additional 2-Wire Voice Grade Channel in Same DS1 (excluding mileage)	Channel		*See Section P.17 for rate elements*				97-01262 (I)
	Zone 1		$18.09					97-01262 (P)
	Zone 2		$23.35					97-01262 (P)
	Zone 3		$30.25					97-01262 (P)
P.10	**Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport**							
	First 4-Wire Local Channel with DS1 (excluding mileage)	Combination						
	Zone 1		$177.73					97-01262 (P)
	Zone 2		$183.29					97-01262 (P)
	Zone 3		$190.59					97-01262 (P)
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Non-Recurring Cost for Extended 4-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					97-01262 (P)
								97-01262 (P)
	Additional 4-Wire Voice Grade Channel in Same DS1 (excluding mileage)	Channel		*See Section P.17 for rate elements*				97-01262 (I)
	Zone 1		$19.09					97-01262 (P)
	Zone 2		$24.66					97-01262 (P)
	Zone 3		$31.96					97-01262 (P)
P.11	**Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport**							
	First 4-Wire DS1 Digital Loop with DS1 (excluding mileage)	Combination						
	Zone 1		$135.59					97-01262 (P)
	Zone 2		$153.26					97-01262 (P)
	Zone 3		$176.45					97-01262 (P)
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Non-Recurring Cost for Extended 4-Wire DS1 Digital Loop and DS1 Interoffice Transport Combination - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	$0.3562					97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	Additional 4-Wire DS1 Loop in Same DS1 (excluding mileage)	Loop						
	Zone 1		$57.73					97-01262 (P)
	Zone 2		$75.40					97-01262 (P)
	Zone 3		$98.59					97-01262 (P)
P.13	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT							
P.13-1	First DS1 in DS3	Combination						
	Zone 1		$1,153.26					97-01262 (P)
	Zone 2		$1,170.93					97-01262 (P)
	Zone 3		$1,194.12					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT- NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile	Per Mile	$2.34					97-01262 (P)
P.13-3	Additional DS1 in same DS3	Loop		*See Section P.17 for rate elements*				97-01262 (I)
	Zone 1		$75.45					97-01262 (P)
	Zone 2		$93.12					97-01262 (P)
	Zone 3		$116.31					97-01262 (P)
P.15	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port	Combination						
	Zone 1		$93.28					97-01262 (P)
	Zone 2		$110.95					97-01262 (P)
	Zone 3		$134.14					97-01262 (P)
P.15.3	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is	Combination		$312.91	$312.91			97-01262 (P)
	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - NEW	Combination		$342.80	$257.87	$61.41	$48.49	97-01262 (P)
P.15.5	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation - Per Channel	Channel		$108.67				97-01262 (P)
P.15.6	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Telephone Numbers	Group of Numbers		$88.68				97-01262 (P)
P.15.7	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Signaling Charges	Signaling Change		$22.92				97-01262 (P)
P.15.8	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Service Order Per Order	Service Order		$94.88				97-01262 (P)
P.17	NONRECURRING COST FOR ***NEW*** EXTENDED LOOP OR LOCAL CHANNEL AND INTEROFFICE COMBINATIONS							

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.17.4	Nonrecurring Cost - New DS1 Interoffice Facility for Combination Use Only			$171.24	$113.12	$70.07	$30.90	97-01262(I) & 00-00544(I)
P.17.5	Nonrecurring Cost - New DS1 Interoffice Facility w/ 1/0 MUXing for Combination Use Only			$277.00	$127.60	$73.11	$33.64	97-01262(I) & 00-00544(I)
P.17.7	Nonrecurring Cost - New DS3 or STS-1 Interoffice Facility for Combination Use Only			$482.01	$153.81	$64.43	$35.43	97-01262(I) & 00-00544(I)
P.17.8	Nonrecurring Cost - New DS3 or STS-1 w/ 3/1 MUXing Interoffice Facility for Combination Use Only			$638.03	$203.22	$81.55	$42.20	97-01262(I) & 00-00544(I)
P.17.10	Nonrecurring Cost - New VG Local Loop for Combination Use Only			$108.76	$35.47	$72.94	$10.86	97-01262(I) & 00-00544(I)
P.17.11	Nonrecurring Cost - New DS1 Local Loop for Combination Use Only			$228.40	$161.74	$79.87	$24.88	97-01262(I) & 00-00544(I)
P.17.12	Nonrecurring Cost - New DS3 or STS-1 Local Loop for Combination Use Only			$240.23	$180.87	$106.78	$45.24	97-01262(I) & 00-00544(I)
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only			$5.70	$4.42			97-01262(I) & 00-00544(I)
P.17.17	Nonrecurring Cost - New DS0 IOF for Combination Use Only			$79.83	$44.08	$69.32	$31.00	97-01262(I) & 00-00544(I)
P.17.x3	Nonrecurring Cost - For New Combination Use Only - Service Order Manual			$31.26	$10.42			97-01262(I) & 00-00544(I)
P.23	**EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT**							
P.23-1	Fixed	Combination						
	Zone 1		$38.35					97-01262 (P)
	Zone 2		$43.42					97-01262 (P)
	Zone 3		$50.07					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile	Per Mile	$0.0174					97-01262 (P)
P.24	**EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT**							
P.24-1	Fixed	Combination						
	Zone 1		$52.00					97-01262 (P)
	Zone 2		$59.56					97-01262 (P)
	Zone 3		$69.48					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
								97-01262 (P)

TRA Docket No. 01-00526
January 25, 2002
Shading indicates rates modified per TRA decisions
(#402315v2)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile	Per Mile	$0.0054					97-01262 (P)
P.25	**EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT**							
P.25-1	Fixed	Combination	$1,228.44					97-01262 (P)
								97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile	Per Mile	$2.34					97-01262 (P)
P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile	Per Mile	$9.19					97-01262 (P)
P.26	**EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT**							
P.26-1	Fixed	Combination	$1,243.86					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P-26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile	Per Mile	$2.34					97-01262 (P)
P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile	Per Mile	$9.19					97-01262 (P)
P.51	**EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT**							
P.51-1	First 2-Wire ISDN in DS1	Combination						
	Zone 1		$188.66					97-01262 (P)
	Zone 2		$195.46					97-01262 (P)
	Zone 3		$204.39					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Per Mile	$0.3562					97-01262 (P)
P.51-3	Additional 2-wire ISDN in same DS1	Loop	$25.46	*See Section P.17 for rate elements*				97-01262 (I)
	Zone 1		$32.26					97-01262 (P)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
	Zone 2		$41.19					97-01262 (P)
	Zone 3							
P.52	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT							
P.52-1	First DS1 in STS1	Combination						
	Zone 1		$1,147.59					97-01262 (P)
	Zone 2		$1,165.26					97-01262 (P)
	Zone 3		$1,188.45					97-01262 (P)
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile	Per Mile	$2.34					97-01262 (P)
P.52-3	Additional DS1 in same STS1	Loop		*See Section P.17 for rate elements*				97-01262 (I)
	Zone 1		$75.31					97-01262 (P)
	Zone 2		$92.98					97-01262 (P)
	Zone 3		$116.17					97-01262 (P)
P.53	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.53-1	First 2-Wire VG in First DS1 in DS3	Combination						
	Zone 1		$416.86					00-00544 (I)
	Zone 2		$421.93					00-00544 (I)
	Zone 3		$428.58					00-00544 (I)
								00-00544 (I)
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	00-00544 (I)
	Nonrecurring - EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		*See Section P.17 for rate elements*				00-00544 (I)
P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	$0.3562					00-00544 (I)
P.53-3	Additional 2-Wire VG in same DS1	Loop		*See Section P.17 for rate elements*				00-00544 (I)
	Zone 1		$17.61					00-00544 (I)
	Zone 2		$22.68					00-00544 (I)
	Zone 3		$29.33					00-00544 (I)
P.53-4	Additional DS1 in same DS3	Loop	$176.35	*See Section P.17 for rate elements*				00-00544 (I)

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.54	**EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**							
P.54-1	First 4-Wire VG in First DS1 in DS3	Combination						
	Zone 1		$429.71					00-00544 (I)
	Zone 2		$437.27					00-00544 (I)
	Zone 3		$447.19					00-00544 (I)
								00-00544
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	00-00544 (I)
	Nonrecurring - EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		*See Section P.17 for rate elements*				00-00544 (I)
P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	$0.3562					00-00544 (I)
P.54-3	Additional 4-Wire VG in same DS1	Loop		*See Section P.17 for rate elements*				00-00544 (I)
	Zone 1		$25.75					00-00544 (I)
	Zone 2		$33.31					00-00544 (I)
	Zone 3		$43.23					00-00544 (I)
P.54-4	Additional DS1 in same DS3	Loop	$176.35	*See Section P.17 for rate elements*				00-00544 (I)
P.55	**EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**							
P.55-1	First 4-Wire 56 or 64 Kbps loop in First DS1 in DS3	Combination						
	Zone 1		$436.82					00-00544 (I)
	Zone 2		$446.33					00-00544 (I)
	Zone 3		$458.83					00-00544 (I)
								00-00544 (I)
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	00-00544 (I)
	Nonrecurring - EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		*See Section P.17 for rate elements*				00-00544 (I)
P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	$0.3562					00-00544 (I)
P.55-3	Additional 4-Wire 56 or 64 Kbps loop in same DS1	Loop		*See Section P.17 for rate elements*				00-00544 (I)
	Zone 1		$33.06					00-00544 (I)
	Zone 2		$42.57					00-00544 (I)
	Zone 3		$55.07					00-00544 (I)
P.55-4	Additional DS1 in same DS3	Loop	$176.35	*See Section P.17 for rate elements*				00-00544 (I)
P.56	**EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**							

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)(P=Permanent; I=Interim)
				First	Additional	First	Additional	
P.56-1	First 2-Wire ISDN loop in First DS1 in DS3	Combination						
	Zone 1		$429.22					**00-00544 (I)**
	Zone 2		$436.02					**00-00544 (I)**
	Zone 3		$444.95					**00-00544 (I)**
								00-00544 (I)
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	**00-00544 (I)**
	Nonrecurring - EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		***See Section P.17 for rate elements***				**00-00544 (I)**
P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	$0.3562					**00-00544 (I)**
P.56-3	Additional 2-Wire ISDN loop in same DS1	Loop		***See Section P.17 for rate elements***				
	Zone 1		$25.46					**00-00544 (I)**
	Zone 2		$32.26					**00-00544 (I)**
	Zone 3		$41.19					**00-00544 (I)**
P.56-4	Additional DS1 in same DS3	Loop	$176.35	***See Section P.17 for rate elements***				**00-00544 (I)**
P.57	**EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**							
P.57-1	First 4-Wire DS1 in DS3	Combination						
	Zone 1		$380.86					**00-00544 (I)**
	Zone 2		$398.53					**00-00544 (I)**
	Zone 3		$421.72					**00-00544 (I)**
								00-00544 (I)
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	**00-00544 (I)**
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		***See Section P.17 for rate elements***				**00-00544 (I)**
P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	$0.3562					**00-00544 (I)**
P.57-3	Additional 4-Wire DS1 in same DS3	Loop		***See Section P.17 for rate elements***				**00-00544 (I)**
	Zone 1		$153.31					**00-00544 (I)**
	Zone 2		$170.98					**00-00544 (I)**
	Zone 3		$194.17					**00-00544 (I)**
P.58	**EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT**							
P.58-1	Fixed	Combination						
	Zone 1		$52.29					**97-01262 (P)**
	Zone 2		$61.80					**97-01262 (P)**
	Zone 3		$74.30					**97-01262 (P)**

BellSouth/CLEC-1 Tennessee Rates
Network Elements and Other Services

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)*(P=Permanent; I=Interim)*
				First	Additional	First	Additional	
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		$52.73	$24.62	$9.12	$9.12	97-01262 (P)
	Nonrecurring - EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT - NEW	Combination		*See Section P.17 for rate elements*				97-01262 (I)
P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile	Mile	$0.0174					97-01262 (P)

ATTACHMENT 3

NETWORK INTERCONNECTION

TABLE OF CONTENTS

1. GENERAL 3

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT) 3

3. NETWORK INTERCONNECTION 4

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES 6

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION 13

6. LOCAL DIALING PARITY 17

7. INTERCONNECTION COMPENSATION 17

8. FRAME RELAY SERVICE INTERCONNECTION 24

9. OPERATIONAL SUPPORT SYSTEMS (OSS) 27

Basic Architecture	**Exhibit B**
One Way Architecture	**Exhibit C**
Two Way Architecture	**Exhibit D**
Supergroup Architecture	**Exhibit E**

NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access on the following terms:

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 on the other Party's common (shared) 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 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and <<customer_name>>.

2.1.9 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

2.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.1.11 **Local Traffic** is as defined in Section 7 of this Attachment.

2.1.12 **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.

2.1.13 **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.

2.1.14 **Transit Traffic** is traffic originating on <<customer_name>>'s network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to <<customer_name>>'s network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where <<customer_name>> owns and provides its 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 process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which local 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 that traffic.

3.2.1.1 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to additional IPs, each Party will designate the IP for its originated traffic. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of network interconnection, the originating Party may obtain Local Channel facilities from the terminating Party. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit B of Attachment 2 of this Agreement.

3.3.2 **Dedicated Interoffice Facilities.** As a part of network interconnection, the originating Party may obtain Dedicated Interoffice Facilities. The portion of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor. The charges applied to the portion of the Dedicated Interoffice Facility used for Local Traffic as determined by the PLF are as set forth in Exhibit B of Attachment 2 of this Agreement.

3.4 **Fiber Meet**

3.4.1 If <<customer_name>> elects to interconnect with BellSouth pursuant to a Fiber Meet, <<customer_name>> 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 via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_name>>'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 <<customer_name>> 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 <<customer_name>>, BellSouth shall allow <<customer_name>> access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_name>>'s side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for the Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic . All the appropriate charges will apply. 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 <<customer_name>> 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 Attachment. 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 <<customer_name>> shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of <<customer_name>>'s originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_name>> desires to deliver Local Traffic and/or Transit Traffic BellSouth access tandems within the LATA, other than the tandems(s) to which <<customer_name>> has established interconnection trunk groups , <<customer_name>> shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, <<customer_name>> shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where <<customer_name>> has homed (i.e. assigned) its NPA/NXXs. <<customer_name>> 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. <<customer_name>> shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on <<customer_name>>'s NXX access tandem homing arrangement as specified by <<customer_name>> in the LERG.

4.4 Any <<customer_name>> interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_name>> from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require <<customer_name>> to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.

4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and <<customer_name>> are for installation trunk side service per DSO is $334.29 initial/$57.01 additional. 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 BellSouth tariff for switched access services.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic , the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities . <<customer_name>> shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 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.

4.8 In cases where <<customer_name>> is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 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 Attachment 9 to this Agreement. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and <<customer_name>>'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.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local 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 . <<customer_name>> 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 between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.

4.10.2 **BellSouth Access Tandem Interconnection**

4.10.2.1 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

4.10.2.2 **Basic Architecture**

4.10.2.2.1 In the basic architecture, <<customer_name>>'s originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_name>> and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_name>> desires to exchange traffic. This trunk group also carries <<customer_name>> 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 is transported on a separate single one-way trunk group terminating to <<customer_name>>. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.3 **One-Way Trunk Group Architecture**

4.10.2.3.1 In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for <<customer_name>>-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for <<customer_name>> end-users. A two-way trunk group provides Intratandem Access for <<customer_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_name>> desires to exchange traffic. This trunk group also carries <<customer_name>> 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 is transported on a separate single one-way trunk group terminating to <<customer_name>>. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.4 **Two-Way Trunk Group Architecture**

4.10.2.4.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between <<customer_name>> and BellSouth. In addition, a separate two-way transit trunk group must be established for <<customer_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_name>> desires to exchange traffic. This trunk group also carries <<customer_name>> 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 is transported on a separate single one-way trunk group terminating to <<customer_name>>. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.5 **Supergroup Architecture**

4.10.2.5.1 Upon agreement of the Parties as set forth in Section 4.10.1 above, the Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and <<customer_name>>'s Transit Traffic are exchanged on a single two-way trunk group between <<customer_name>> and BellSouth to provide Intratandem Access to <<customer_name>>. This trunk group carries Transit Traffic between <<customer_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_name>> desires to exchange traffic. This trunk group also carries <<customer_name>> 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 is transported on a separate single one-way trunk group terminating to <<customer_name>>. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit D..

4.10.3 **Multiple Tandem Access Interconnection**

4.10.3.1 Where <<customer_name>> does not choose access tandem interconnection at every BellSouth access tandem within a LATA, <<customer_name>> may utilize BellSouth multiple tandem access interconnection (MTA). To utilize MTA <<customer_name>> 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 <<customer_name>>'s originated Local Traffic for LATA wide transport and termination. <<customer_name>> must also establish an interconnection trunk group(s) at all BellSouth access tandems where <<customer_name>> NXXs are homed as described in Section 4.2.1 above. If <<customer_name>> 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, <<customer_name>> can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate <<customer_name>>'s Local Traffic to end-users served through those BellSouth access tandems where <<customer_name>> does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.3.2 <<customer_name>> 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 <<customer_name>> will be delivered to and from IXCs based on <<customer_name>>'s NXX access tandem homing arrangement as specified by <<customer_name>> in the LERG.

4.10.3.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit B of Attachment 2 of this Agreement and shall be billed in addition to any Call Transport and Termination charges.

4.10.3.4 To the extent <<customer_name>> does not purchase MTA in a LATA served by multiple access tandems, <<customer_name>> must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent <<customer_name>> routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, <<customer_name>> agrees to pay BellSouth the associated transport and termination charges.

4.10.4 **Local Tandem Interconnection**

4.10.4.1 Local Tandem Interconnection arrangement allows <<customer_name>> to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of <<customer_name>>-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), Section A3 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.

4.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, <<customer_name>> must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_name>> 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. <<customer_name>> may deliver Local 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 <<customer_name>> does not choose to establish an interconnection trunk group(s). It is <<customer_name>>'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 <<customer_name>>'s codes. Likewise, <<customer_name>> shall obtain its routing information from the LERG.

4.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, <<customer_name>> must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which <<customer_name>> 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).

4.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that <<customer_name>> has executed the necessary Local Interconnection Agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.5 **Direct End Office-to-End Office Interconnection**

4.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

4.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

4.10.5.2.1 (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 <<customer_name>> and BellSouth's subscribers.

4.10.5.2.2 (2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a <<customer_name>> switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a <<customer_name>> switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between <<customer_name>>'s switching center and BellSouth's end office 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.

4.10.5.2.3 (3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.

4.10.6 **Transit Traffic Trunk Group**

4.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by <<customer_name>> to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.6.2 **Toll Free Traffic**

4.10.6.2.1 If <<customer_name>> chooses BellSouth to handle Toll Free database queries from its switches, all <<customer_name>> originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

4.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which <<customer_name>> requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.6.2.3 <<customer_name>> may handle its own Toll Free database queries from its switch. If so, <<customer_name>> will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, <<customer_name>> will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO

or other CLEC) local or intraLATA Toll Free number, <<customer_name>> will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, <<customer_name>> is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, <<customer_name>> will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

4.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which <<customer_name>> performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

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 Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

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 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 with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

5.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. BellSouth and <<customer_name>> will send and receive 10 digits for Local Traffic. Additionally, BellSouth and <<customer_name>> 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, <<customer_name>> shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of <<customer_name>>'s forecast, the Parties shall schedule and participate in 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.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, <<customer_name>>-to-BellSouth one-way trunks ("<<customer_name>> Trunks"), BellSouth-to-<<customer_name>> one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering <<customer_name>>'s provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

5.7.1.2 Additionally 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 <<customer_name>> 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).

5.7.2 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.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

5.7.4 Once initial interconnection trunk forecasts have been developed, <<customer_name>> shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. <<customer_name>> shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of <<customer_name>>'s forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

5.7.5 Binding Forecast

5.7.5.1 In addition to, and not in lieu of, non-binding forecasts, <<customer name>> may provide to BellSouth a binding forecast of the trunks and switch ports that BellSouth will need to interconnect with <<customer name>> in order to terminate traffic to <<customer name>>. <<customer name>> shall provide to BellSouth the quantity of trunks contained within the binding forecast. The due date contained in the binding forecast shall be three months, unless otherwise agreed to, from the date the binding forecast is submitted to BellSouth.

5.7.5.2 BellSouth shall provide the total amount of requested trunks from either tandem or end offices depending on trunk and facilities availability.

5.7.5.3 A binding forecast shall not replace the ASR process of ordering trunks and BellSouth shall order the quantity of trunks for <<customer name>> set forth in

the binding forecast. BellSouth shall request due dates on the trunk orders to coincide with the due dates specified in the binding forecast, and the Parties shall provision the ordered trunks by the due date.

5.7.5.4 To recover the cost associated with assuring that the quantity of trunk port terminations needed to meet the binding forecast are available on the agreed upon due date, <<customer name>> shall pay to BellSouth $305.00 for the first DS1 trunk port and $152.50 for each additional DS1 trunk port forecasted in a trunk group (i.e. between an A to Z location or BellSouth switch location to a <<customer name>> switch location).

5.7.5.5 If, within 180 days of the installation of the trunks, 60 percent of the capacity of the trunks is not being utilized, <<customer name>> will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs for the percentage of the trunks' capacity that is not being utilized.

5.7.5.6 If, within 360 days of the installation of the trunks, 75 percent of the capacity of the trunks is not being utilized, <<customer name>> will pay BellSouth a percentage of the total monthly recurring trunk and facility charges as set forth in BellSouth's tariffs for the percentage of the trunks' capacity that is not being utilized.

5.7.5.7 If, within 405 days of the installation of the trunks, the trunks are not being utilized to 70 percent of the capacity of the trunks, the excess of the trunks may be disconnected by BellSouth.

5.7.5.8 Utilization on BellSouth reciprocal interconnection trunk groups associated with a binding forecast shall be measured monthly and shall be measured at the time consistent busy hour. The charges as a result of under-utilization as described in the preceding section shall apply monthly.

5.7.5.9 Except in the instance of underutilization by <<customer name>> in sections 5.7.5.5, 5.7.5.6, and 5.7.5.7, neither Party shall charge the other for nonrecurring trunk and recurring, if applicable, trunk charges associated with a binding forecast.

5.8 **Trunk Utilization**

5.8.1 BellSouth and <<customer_name>> shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed reciprocal trunk groups and/or two-way interconnection trunk groups, subject to the provisions of the section following, BellSouth may disconnect any non-utilized or under-utilized reciprocal trunk(s) and <<customer_name>> shall

refund to BellSouth any associated trunk and facility charges paid by BellSouth. BellSouth may request <<customer_name>> to disconnect any under-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. <<customer_name>> shall comply with all such requests, subject to Section 5.8.1.1 below. Under-utilized trunks are defined as the trunks being utilized at less than 85% as a result of a time consistent busy hour utilization.

5.8.1.1 BellSouth's LISC will notify the <<customer_name>> of any under-utilized reciprocal 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 <<customer_name>> interface. <<customer_name>> 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 Local Number Ported (LNP) and traffic volumes and the timeframes within which <<customer_name>> expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with <<customer_name>> to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to <<customer_name>>. The due date of these orders will be four weeks after <<customer_name>> was first notified in writing of the underutilization of the trunk groups.

5.8.1.2 <<customer_name>> monitors all direct trunks from <<customer_name>> to BellSouth. If <<customer_name>> wishes to disconnect any such trunks, <<customer_name>> shall issue an ASR to do so.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty-five percent (85%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

6.1 BellSouth and <<customer_name>> shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and <<customer_name>> shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

7. INTERCARRIER COMPENSATION

7.1 ~~Definitions~~*If CLEC-1 is operating under interconnection agreements with reciprocal compensation provisions that have been approved by the Authority, has not expired, and are compliant with the FCC's Reciprocal Compensation Remand Order, as to the payment of reciprocal compensation, those provisions shall apply. If the interconnection agreement does not address the payment of reciprocal compensation the Parties shall negotiate an arrangement that is consistent with the FCC's Reciprocal Compensation Remand Order.*

~~7.1.1For the purposes of this section relating to Intercarrier Compensation, **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) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access. All traffic where one Party terminates more than 3 times the Local Traffic that is terminated by the other Party is considered ISP-bound Traffic.~~

~~7.1.2For the purposes of this section relating to Intercarrier Compensation, **Local Traffic** is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.~~

~~7.1.3For the purposes of this section relating to Intercarrier Compensation, **Common (Shared) Transport** is defined as the transport of the originating Party traffic by the terminating Party over the terminating Party common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.~~

~~7.1.4For the purposes of this section relating to Intercarrier Compensation, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).~~

~~7.1.5For the purposes of this section relating to Intercarrier Compensation, **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.~~

~~7.2When BellSouth completes Local Traffic or ISP-bound Traffic for <<customer name>> it will offer the following compensation options, depending on which option applies to <<customer name>>. The <<customer name>> requirements are set forth in section 7.3 and 7.4.~~

~~7.2.1Bill and keep, whereby BellSouth will not charge <<customer name>> any charge;~~

~~7.2.2Rates as established pursuant to the FCC's Intercarrier Compensation for ISP-bound Traffic, *Order on Remand and Report and Order,* CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001) ("ISP Remand Order"), to the extent such rates apply to ISP-bound Traffic;~~

~~7.2.3Rates as established by the TRA in Docket No. 97-01262 and set forth in Exhibit B of Attachment 2, incorporated herein by this reference. The rates as established by TRA shall only be utilized for Local Traffic.~~

~~7.3If <<customer name>> was not in operation prior to January 1, 2001 or did not exchange traffic with BellSouth for the first quarter of 2001, neither BellSouth nor <<customer name>> shall charge for completing Local Traffic or for ISP-bound Traffic.~~

~~7.4If <<customer name>> was in operation previous to January 1, 2001, did not include language in the previous agreement that compensation for ISP-bound Traffic was at bill and keep, and did exchange traffic with BellSouth that exceeded a 3-to-1 ratio in total for the months of January, February and March 2001, in cases where <<customer name>> terminates more than 3 times Local Traffic and ISP-bound Traffic than that terminated by BellSouth, the following compensation rates shall apply for all Local Traffic and ISP-bound Traffic for the appropriate time period set forth below:~~

~~7.4.1From the effective date of the~~

~~This Agreement through 12/14/01 $.0015 per MOU~~

~~7.4.2From 12/15 01 through 6/15/03 $.0010 per MOU~~

~~7.4.3From 6/16/03 through 6/16/03 $.0007 per MOU~~

~~*7.4.4*~~*7.1.1* ~~In addition, the ISP-bound Traffic minutes shall be capped as outlined in the ISP Remand Order. Bill and keep shall apply to any minutes that exceed the cap.~~

~~*7.5*~~*7.2* Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of Intercarrier Compensation.

~~*7.5.1*~~*7.2.1*

~~*7.6*~~*7.3* If <<customer_name>> assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_name>> end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_name>> customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to <<customer_name>> shall be due therefor. Further, <<customer_name>> agrees to identify such interLATA traffic to BellSouth and

to compensate BellSouth for originating and transporting such interLATA traffic to <<customer_name>> at BellSouth's switched access tariff rates.

~~7.7~~7.4 If <<customer_name>> does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole <<customer_name>> NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if <<customer_name>> can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

~~7.8~~7.5 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. 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 calendar days after the first of each such month based on local 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, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

~~7.9~~7.6 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). 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 calendar 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, as it is amended from time to time.

~~7.10~~7.7 **Percent Interstate Usage**. Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to <<customer_name>>. 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 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

~~7.11~~*7.8* **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 <<customer_name>> shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished 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 auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage 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 PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

~~7.12~~*7.9* **Compensation for 8XX Traffic**

~~7.12.1~~*7.9.1* Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

~~7.12.2~~*7.9.2* Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

~~7.12.3~~*7.9.3* 8XX Access Screening. BellSouth's provision of 8XX TFD to <<customer_name>> requires interconnection from <<customer_name>> to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. <<customer_name>> shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that <<customer_name>> desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

~~*7.13*~~*7.10* **Mutual Provision of Switched Access Service**

~~*7.13.1*~~*7.10.1* Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be compensated as local.

~~*7.13.2*~~*7.10.2* If the BellSouth end user chooses <<customer_name>> as their presubscribed interexchange carrier, or if the BellSouth end user uses <<customer_name>> as an interexchange carrier on a 101XXXX basis, BellSouth will charge <<customer_name>> the appropriate BellSouth tariff charges for originating switched access services

~~*7.13.3*~~*7.10.3* For originating or terminating switched access traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff..

~~*7.13.4*~~*7.10.4* When <<customer_name>>'s end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, 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 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. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing 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. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As

business requirements change data reporting requirements may be modified as necessary.

~~7.13.5~~*7.10.5* In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.

~~7.13.6~~*7.10.6* Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

~~7.13.7~~*7.10.7* Each Party 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.

~~7.13.8~~*7.10.8* Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

~~7.13.9~~*7.10.9* All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

~~7.13.10~~*7.10.10* The Initial Billing 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.

~~7.13.11~~*7.10.11* <<customer_name>> agrees not to deliver switched access traffic to BellSouth for termination except over <<customer_name>> ordered switched access trunks and facilities.

~~7.14~~*7.11* **Transit Traffic**

~~7.14.1~~*7.11.1* BellSouth shall provide tandem switching and transport services for <<customer_name>>'s Transit Traffic. Rates for Local and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit B of Attachment 2 of this Agreement. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate

or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that <<customer_name>>'s end office is subtending the BellSouth Access Tandem for switched access traffic to and from <<customer_name>>'s end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between <<customer_name>> and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between <<customer_name>> and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

~~7.14.2~~*7.11.2* In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

~~7.14.3~~*7.11.3* The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that <<customer_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <<customer_name>>. <<customer_name>> agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of <<customer_name>>. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and <<customer_name>>'s frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which <<customer_name>> is certified and

providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between <<customer_name>> and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

8.3 Upon the request of either Party, such interconnection will be established where BellSouth and <<customer_name>> have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

8.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, <<customer_name>> may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies <<customer_name>> that it has found that this method does not adequately represent the PLCU.

8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and <<customer_name>> will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. <<customer_name>> will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of <<customer_name>>'s PLCU.

8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1 Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and <<customer_name>> will pay, the total non-recurring and recurring charges for the NNI port. <<customer_name>> will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by <<customer_name>>'s PLCU.

8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

8.8 For the PVC segment between the <<customer_name>> and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

8.9 Compensation for PVC rate elements will be calculated as follows:

8.9.1 If <<customer_name>> orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the <<customer_name>> Frame Relay switch, BellSouth will invoice, and <<customer_name>> will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and <<customer_name>> Frame Relay switches. If the VC is a Local VC, <<customer_name>> will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to <<customer_name>> for the PVC segment.

8.9.2 If BellSouth orders a Local VC connection between a <<customer_name>> subscriber's PVC segment and a PVC segment from the <<customer_name>> Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and <<customer_name>> will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and <<customer_name>> Frame Relay switches. If the VC is a Local VC, <<customer_name>> will then invoice and BellSouth will pay the total non-

recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to <<customer_name>> for the PVC segment.

8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.9.4 If <<customer_name>> requests a change, BellSouth will invoice and <<customer_name>> will pay a Feature Change charge for each affected PVC segment.

8.9.4.1 If BellSouth requests a change to a Local VC, <<customer_name>> will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 <<customer_name>> will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

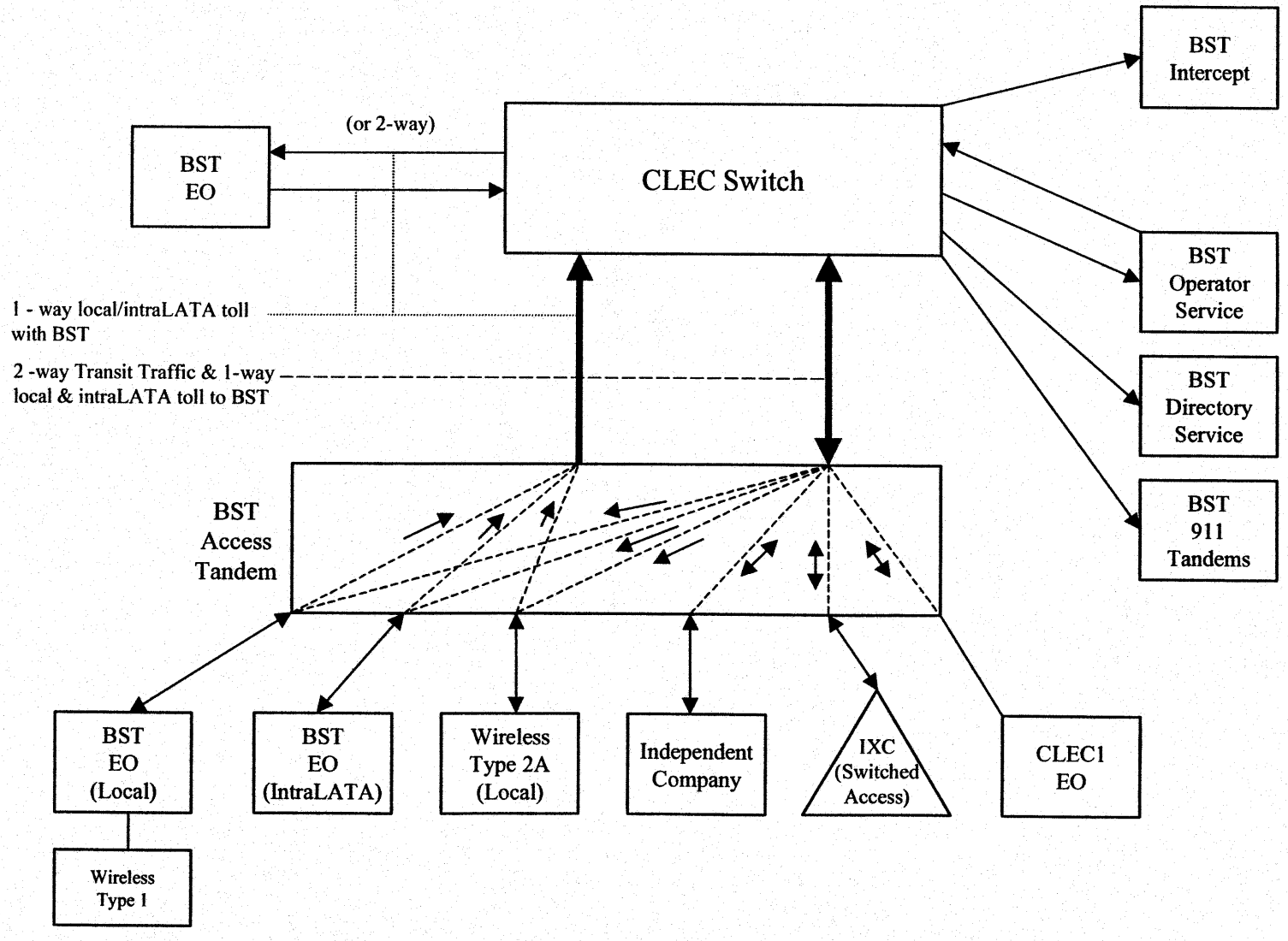
8.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

9. OPERATIONAL SUPPORT SYSTEMS (OSS)

9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff for Access Service Records.

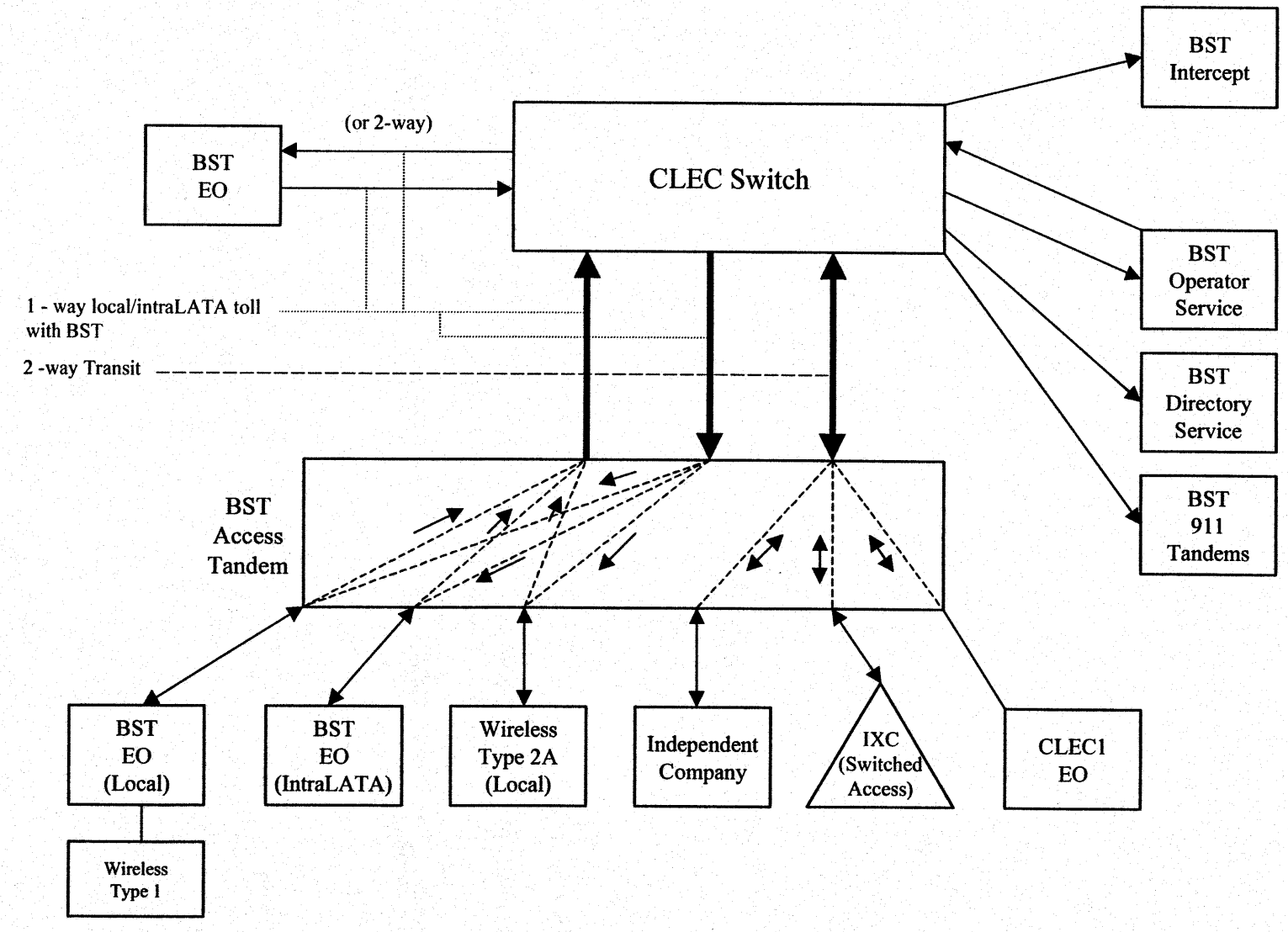
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

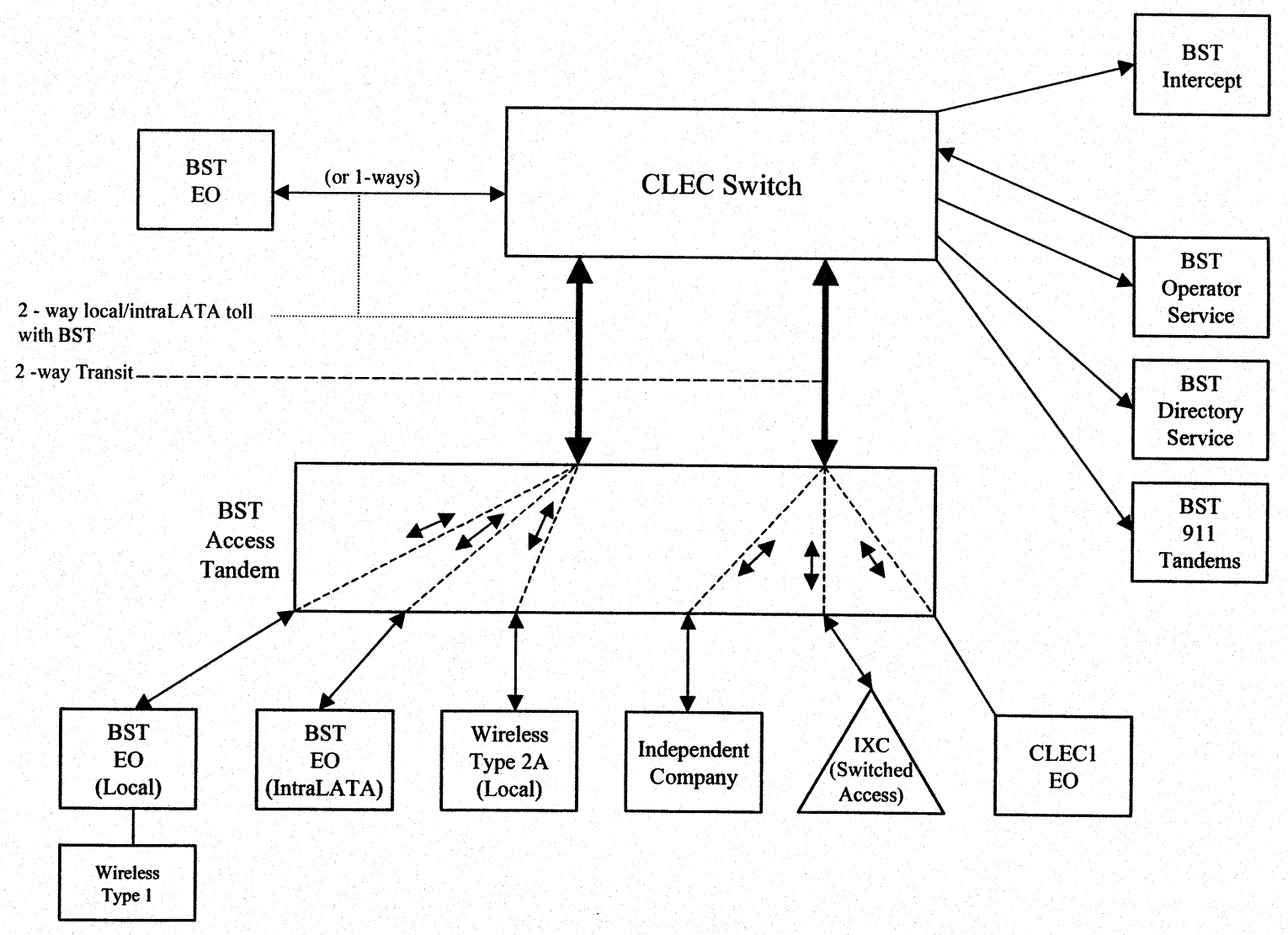
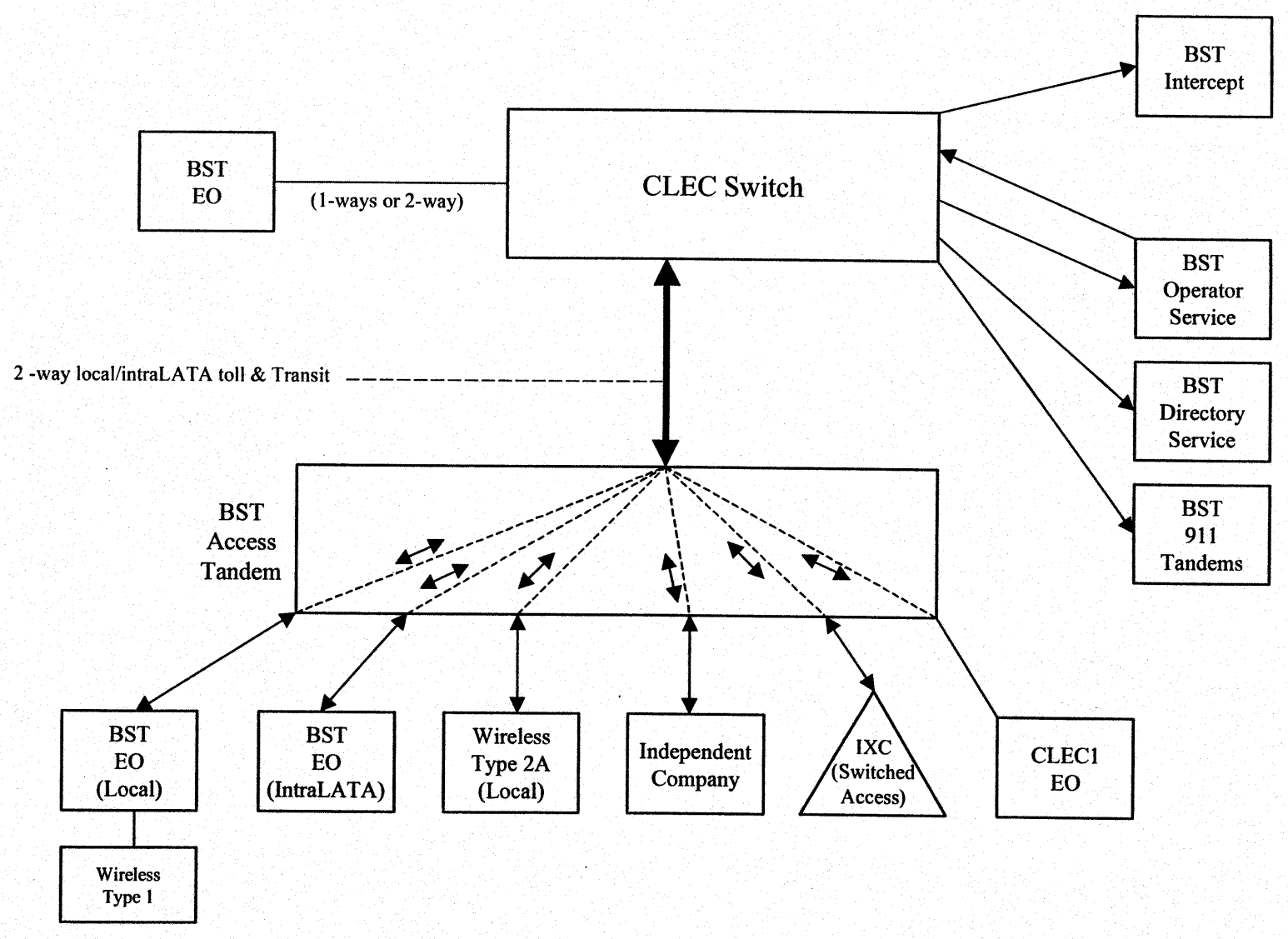


Exhibit E

Supergroup Architecture



Attachment 4

Physical Collocation

1. Scope of Attachment

1.1 Scope of Attachment. The terms and conditions contained within this Attachment and the rates in Exhibit B of Attachment 2 to this Agreement, incorporated herein by this reference, shall only apply when <<CUSTOMER NAME>> is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to <<CUSTOMER NAME>> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Attachment and the rates contained in Exhibit B of Attachment 2 to this Agreement, where space is available and it is technically feasible, BellSouth will allow <<CUSTOMER NAME>> to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by <<CUSTOMER NAME>> and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In Tennessee the size specified by <<CUSTOMER NAME>> may contemplate a request for space sufficient to accommodate <<CUSTOMER NAME>>'s growth within a two-year period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. <<CUSTOMER NAME>> will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. <<CUSTOMER NAME>> shall use the Collocation Space for the purposes of installing, maintaining and operating <<CUSTOMER NAME>>'s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of

telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.5 Rates and Charges. <<CUSTOMER NAME>> agrees to pay the rates and charges identified in Exhibit B of Attachment 2 to this Agreement.

1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from <<CUSTOMER NAME>>, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from <<CUSTOMER NAME>> for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify <<CUSTOMER NAME>> and inform <<CUSTOMER NAME>> of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow <<CUSTOMER NAME>> to collocate <<CUSTOMER NAME>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<CUSTOMER NAME>> to have direct access to its equipment and facilities.

BellSouth shall make cageless collocation available in single bay increments. Except where <<CUSTOMER NAME>>'s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <<CUSTOMER NAME>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.1.1 At <<CUSTOMER NAME>>'s expense, <<CUSTOMER NAME>> may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s Certified Contractor must comply with the more stringent local building code requirements. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <<CUSTOMER NAME>> and provide, at <<CUSTOMER NAME>>'s expense, the documentation, including architectural drawings, necessary for <<CUSTOMER NAME>> to obtain the zoning, permits and/or other licenses. <<CUSTOMER NAME>>'s Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the <<CUSTOMER NAME>>'s Certified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>. Upon request, BellSouth shall construct the enclosure for <<CUSTOMER NAME>>.

3.1.2 BellSouth may elect to review <<CUSTOMER NAME>>'s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. <<CUSTOMER NAME>> shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews <<CUSTOMER NAME>>'s plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review <<CUSTOMER NAME>>'s

plans and specifications prior to construction, <<CUSTOMER NAME>> will be entitled to request BellSouth to review; and in the event <<CUSTOMER NAME>> does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>> to remove or correct within seven (7) calendar days at <<CUSTOMER NAME>>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.2 Shared (Subleased) Caged Collocation. <<CUSTOMER NAME>> may allow other telecommunications carriers to share <<CUSTOMER NAME>>'s caged collocation arrangement pursuant to terms and conditions agreed to by <<CUSTOMER NAME>> ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. <<CUSTOMER NAME>> shall notify BellSouth in writing upon execution of any Attachment between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the Attachment, and shall contain a certification by <<CUSTOMER NAME>> that said Attachment imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <<CUSTOMER NAME>>.

3.2.1 <<CUSTOMER NAME>>, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Exhibit B of Attachment 2 to this Agreement for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <<CUSTOMER NAME>> with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In Tennessee, and in addition to the foregoing, <<CUSTOMER NAME>> shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit B of Attachment 2 to this Agreement, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.2.2 <<CUSTOMER NAME>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<CUSTOMER NAME>>'s Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by <<CUSTOMER NAME>> and in conformance with BellSouth's design and construction specifications. Further, <<CUSTOMER NAME>> shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment and the rates set forth in Exhibit B of Attachment 2 to this Agreement.

3.3.1 Should <<CUSTOMER NAME>> elect such option, <<CUSTOMER NAME>> must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s Certified Contractor must comply with the more stringent local building code requirements. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <<CUSTOMER NAME>>'s Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <<CUSTOMER NAME>>'sCertified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>.

3.3.2 <<CUSTOMER NAME>> must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review <<CUSTOMER NAME>>'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews <<CUSTOMER NAME>>'s plans and specifications prior to construction, then BellSouth will have the right to

inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review <<CUSTOMER NAME>>'s plans and specifications prior to construction, <<CUSTOMER NAME>> will be entitled to request BellSouth to review; and in the event <<CUSTOMER NAME>> does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>> to remove or correct within seven (7) calendar days at <<CUSTOMER NAME>>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.3.3 <<CUSTOMER NAME>> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <<CUSTOMER NAME>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible, at <<CUSTOMER NAME>>'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. Occupancy

4.1 Occupancy. BellSouth will notify <<CUSTOMER NAME>> in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). <<CUSTOMER NAME>> must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, <<CUSTOMER NAME>>'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, <<CUSTOMER NAME>> may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may

terminate <<CUSTOMER NAME>>'s right to occupy the Collocation Space in the event <<CUSTOMER NAME>> fails to comply with any provision of this Attachment.

4.2.1 Upon termination of occupancy, <<CUSTOMER NAME>> at its expense shall remove its equipment and other property from the Collocation Space. <<CUSTOMER NAME>> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <<CUSTOMER NAME>>'s Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. <<CUSTOMER NAME>> shall continue payment of monthly fees to BellSouth until such date as <<CUSTOMER NAME>>, and if applicable <<CUSTOMER NAME>>'s Guest, has fully vacated the Collocation Space. Should <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest at <<CUSTOMER NAME>>'s expense and with no liability for damage or injury to <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of <<CUSTOMER NAME>>'s right to occupy Collocation Space, <<CUSTOMER NAME>> shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by <<CUSTOMER NAME>> except for ordinary wear and tear, unless otherwise agreed to by the Parties. <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. <<CUSTOMER NAME>> shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore

(Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <<CUSTOMER NAME>>'s failure to comply with this section.

5.1.2 <<CUSTOMER NAME>> shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that <<CUSTOMER NAME>> submits an application for terminations that exceed the total capacity of the collocated equipment, <<CUSTOMER NAME>> will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 <<CUSTOMER NAME>> shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

5.2.1 <<CUSTOMER NAME>> shall place a plaque or other identification affixed to <<CUSTOMER NAME>>'s equipment necessary to identify <<CUSTOMER NAME>>'s equipment, including a list of emergency contacts with telephone numbers.

5.3 Entrance Facilities. <<CUSTOMER NAME>> may elect to place <<CUSTOMER NAME>>-owned or <<CUSTOMER NAME>>-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. <<CUSTOMER NAME>> will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. <<CUSTOMER NAME>> will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to <<CUSTOMER NAME>>'s equipment in the Collocation Space. In the event <<CUSTOMER NAME>> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <<CUSTOMER NAME>> must contact BellSouth for instructions prior to placing the entrance facility

cable in the manhole. <<CUSTOMER NAME>> is responsible for maintenance of the entrance facilities. At <<CUSTOMER NAME>>'s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

5.3.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide <<CUSTOMER NAME>> with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to <<CUSTOMER NAME>>'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. <<CUSTOMER NAME>> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <<CUSTOMER NAME>>'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. <<CUSTOMER NAME>> must arrange with BellSouth for BellSouth to splice the <<CUSTOMER NAME>> provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B of Attachment 2 to this Agreement will apply.

5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<CUSTOMER NAME>>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Consistent with Tennessee Regulatory Authority Orders, the demarcation point shall be a <<CUSTOMER NAME>> provided Point of Termination Bay (POT Bay) in a common area within the Premises. <<CUSTOMER NAME>> shall be responsible for providing, and a supplier certified by BellSouth ("<<CUSTOMER NAME>>'s Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between <<CUSTOMER NAME>>'s collocation space and the demarcation point. <<CUSTOMER NAME>> or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.4.1 BellSouth, in accordance with applicable FCC Rules, may not require the use of an intermediary interconnection device (e.g. POT Bay) as the demarcation point. Therefore, upon request from <<CUSTOMER NAME>>, BellSouth will negotiate rates, terms and conditions for establishing the demarcation point at a either a BellSouth conventional distribution frame, DSX panel or LGX panel.

5.5 <<CUSTOMER NAME>>'s Equipment and Facilities. <<CUSTOMER NAME>>, or if required by this Attachment, <<CUSTOMER NAME>>'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <<CUSTOMER NAME>> which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. <<CUSTOMER NAME>> and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.6 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to <<CUSTOMER NAME>> at least 48 hours before access to the Collocation Space is required. <<CUSTOMER NAME>> may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that <<CUSTOMER NAME>> will not bear any of the expense associated with this work.

5.7 Access. Pursuant to Section 12, <<CUSTOMER NAME>> shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<CUSTOMER NAME>> agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <<CUSTOMER NAME>> and returned to BellSouth Access Management within 15 calendar days of <<CUSTOMER NAME>>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. <<CUSTOMER NAME>> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <<CUSTOMER NAME>> employees, contractors, Guests, or agents after termination of the employment relationship,

contractual obligation with <<CUSTOMER NAME>> or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.7.1 BellSouth will permit one accompanied site visit to <<CUSTOMER NAME>>'s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to <<CUSTOMER NAME>>. <<CUSTOMER NAME>> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date <<CUSTOMER NAME>> desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <<CUSTOMER NAME>> may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event <<CUSTOMER NAME>> desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit <<CUSTOMER NAME>> to access the Collocation Space accompanied by a security escort at <<CUSTOMER NAME>>'s expense. <<CUSTOMER NAME>> must request escorted access at least three (3) business days prior to the date such access is desired.

5.8 Lost or Stolen Access Keys. <<CUSTOMER NAME>> shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <<CUSTOMER NAME>> shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <<CUSTOMER NAME>> shall not use any product or service provided under this Attachment, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<CUSTOMER NAME>> violates the provisions of this paragraph, BellSouth shall give written notice to <<CUSTOMER NAME>>, which notice shall direct <<CUSTOMER NAME>> to cure the violation within forty-eight (48) hours of <<CUSTOMER NAME>>'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After

receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.9.1 Except in the case of the deployment of an advanced services which significantly degrades the performance of other advanced services or traditional voice band services, if <<CUSTOMER NAME>> fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to <<CUSTOMER NAME>>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <<CUSTOMER NAME>> prior to taking such action and shall have no liability to <<CUSTOMER NAME>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.9.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<CUSTOMER NAME>> fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <<CUSTOMER NAME>> or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <<CUSTOMER NAME>> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.10 Personalty and its Removal. Facilities and equipment placed by <<CUSTOMER NAME>> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by <<CUSTOMER NAME>> at any time. Any damage caused to the Collocation Space by <<CUSTOMER NAME>>'s employees, agents or representatives during the removal of such property shall be promptly repaired by <<CUSTOMER NAME>> at its expense.

5.11 Alterations. In no case shall <<CUSTOMER NAME>> or any person acting on behalf of <<CUSTOMER NAME>> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by <<CUSTOMER NAME>>. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.12 Janitorial Service. <<CUSTOMER NAME>> shall be responsible for the general upkeep of the Collocation Space. <<CUSTOMER NAME>> shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <<CUSTOMER NAME>> that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Initial Application. For <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) initial equipment placement, <<CUSTOMER NAME>> shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. A Planning Fee will apply.

6.3 Subsequent Application. In the event <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) desires to modify the use of the Collocation Space, <<CUSTOMER NAME>> shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by <<CUSTOMER NAME>> in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction work by

BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by <<CUSTOMER NAME>>, or differently configured, <<CUSTOMER NAME>> must resubmit its Application to reflect the actual space available.

6.4.2 Denial of Application. If BellSouth notifies <<CUSTOMER NAME>> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <<CUSTOMER NAME>> that BellSouth has no available space in the requested Premises, BellSouth will allow <<CUSTOMER NAME>>, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure Attachment or provision, BellSouth shall permit <<CUSTOMER NAME>> to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.6 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space

that becomes available according to the position of the telecommunications carriers on said waiting list.

6.6.1 When space becomes available, <<CUSTOMER NAME>> must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If <<CUSTOMER NAME>> has originally requested caged collocation space and cageless collocation space becomes available, <<CUSTOMER NAME>> may refuse such space and notify BellSouth in writing within that time that <<CUSTOMER NAME>> wants to maintain its place on the waiting list without accepting such space. <<CUSTOMER NAME>> may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<CUSTOMER NAME>> does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove <<CUSTOMER NAME>> from the waiting list. Upon request, BellSouth will advise <<CUSTOMER NAME>> as to its position on the list.

6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of Space being exhausted. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.8 Application Response.

6.8.1 BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.9 Application Modifications.

6.9.1 If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to

Customer Information, Contact Information or Billing Contact Information, either at the request of <<CUSTOMER NAME>> or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge <<CUSTOMER NAME>> a Planning Fee.

6.10 Bona Fide Firm Order.

6.10.1 <<CUSTOMER NAME>> shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <<CUSTOMER NAME>>'s Bona Fide Application or the Application will expire.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of <<CUSTOMER NAME>>'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 In Tennessee, BellSouth will complete construction for caged collocation arrangements within ninety calendar (90) days from the receipt of a Bona Fide Firm Order. For cageless collocation arrangements, BellSouth will provision collocation arrangements within thirty (30) calendar days from receipt of a Bona Fide Firm Order when conditioned space is available and <<CUSTOMER NAME>> installs its own racks/bays. In no event will the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order.

7.2 Joint Planning. Joint planning between BellSouth and <<CUSTOMER NAME>> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to <<CUSTOMER NAME>> during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. <<CUSTOMER NAME>> will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying <<CUSTOMER NAME>> that the collocation space is ready for occupancy. In the event that <<CUSTOMER NAME>> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by <<CUSTOMER NAME>>. BellSouth will correct any deviations to <<CUSTOMER NAME>>'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. <<CUSTOMER NAME>> shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <<CUSTOMER NAME>> must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide <<CUSTOMER NAME>> with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing <<CUSTOMER NAME>>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <<CUSTOMER NAME>> upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying <<CUSTOMER NAME>> or any supplier proposed by <<CUSTOMER NAME>>. All work performed by or for <<CUSTOMER NAME>> shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. <<CUSTOMER NAME>> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <<CUSTOMER NAME>>'s Collocation Space. Upon request, BellSouth will provide <<CUSTOMER NAME>> with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <<CUSTOMER NAME>>. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space

limitations, and physical collocation space has subsequently become available, <<CUSTOMER NAME>> may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by <<CUSTOMER NAME>>, such information will be provided to <<CUSTOMER NAME>> in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to <<CUSTOMER NAME>> within 180 calendar days of BellSouth's written denial of <<CUSTOMER NAME>>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <<CUSTOMER NAME>> was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then <<CUSTOMER NAME>> may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. <<CUSTOMER NAME>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.7.1 Notwithstanding the foregoing, BellSouth will authorize the conversion of a virtual collocation arrangement to a physical collocation arrangement in place when 1) there is no change in the amount of equipment or the configuration of the equipment that is in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of the conversion to be located in space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement, and; 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements.

7.7.1.1 If the above conditions are met, then BellSouth shall complete the conversion within thirty (30) calendar days and charge <<CUSTOMER NAME>> an interim application fee not to exceed $1000.

7.8 Cancellation. If, at anytime prior to space acceptance, <<CUSTOMER NAME>> cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. <<CUSTOMER NAME>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses

necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by <<CUSTOMER NAME>>'s current billing cycle and is non-refundable.

8.2 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day <<CUSTOMER NAME>> occupies the collocation space, whichever occurs first.

8.3 Cross Connect Rates – Cross connect rates shall be as set forth in Exhibit B of Attachment 2 to this Agreement.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for <<CUSTOMER NAME>>'s Collocation Space.

8.4.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to <<CUSTOMER NAME>>'s equipment or space enclosure. <<CUSTOMER NAME>> shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within <<CUSTOMER NAME>>'s arrangement and terminations of cable within the collocation space.

8.4.2 Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and <<CUSTOMER NAME>>'s arrangement area.

8.5 Other. If no rate is identified in Exhibit B of Attachment 2 to this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). <<CUSTOMER NAME>> will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 <<CUSTOMER NAME>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 <<CUSTOMER NAME>> shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<CUSTOMER NAME>>'s real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 <<CUSTOMER NAME>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all <<CUSTOMER NAME>>'s property has been removed from BellSouth's Premises, whichever period is longer. If <<CUSTOMER NAME>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<CUSTOMER NAME>>.

9.5 <<CUSTOMER NAME>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space.

Failure to meet this interval may result in construction and equipment installation delays. <<CUSTOMER NAME>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <<CUSTOMER NAME>>'s insurance company. <<CUSTOMER NAME>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 <<CUSTOMER NAME>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If <<CUSTOMER NAME>>'s net worth exceeds five hundred million dollars ($500,000,000), <<CUSTOMER NAME>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. <<CUSTOMER NAME>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<CUSTOMER NAME>> in the event that self-insurance status is not granted to <<CUSTOMER NAME>>. If BellSouth approves <<CUSTOMER NAME>> for self-insurance, <<CUSTOMER NAME>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<CUSTOMER NAME>>'s corporate officers. The ability to self-insure shall continue so long as the <<CUSTOMER NAME>> meets all of the requirements of this Section. If the <<CUSTOMER NAME>> subsequently no longer satisfies this Section, <<CUSTOMER NAME>> is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <<CUSTOMER NAME>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of <<CUSTOMER NAME>>'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between <<CUSTOMER NAME>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<CUSTOMER NAME>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<CUSTOMER NAME>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 *Consistent with TRA's decision in Docket No. 00-00079, Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc., TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. pursuant to 47 U.S.C. § 252,* <<CUSTOMER NAME>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<CUSTOMER NAME>> employee being considered for work on the BellSouth Premises, for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<CUSTOMER NAME>> shall not be required to perform this investigation if an affiliated company of <<CUSTOMER NAME>> has performed an investigation of the <<CUSTOMER NAME>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if

<<CUSTOMER NAME>> has performed a pre-employment statewide investigation of criminal history records of the <<CUSTOMER NAME>> employee for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 <<CUSTOMER NAME>> shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the <<CUSTOMER NAME>> name. BellSouth reserves the right to remove from its premises any employee of <<CUSTOMER NAME>> not possessing identification issued by <<CUSTOMER NAME>> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. <<CUSTOMER NAME>> shall be solely responsible for ensuring that any Guest of <<CUSTOMER NAME>> is in compliance with all subsections of this Section 12.

12.3 <<CUSTOMER NAME>> will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.4 <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any <<CUSTOMER NAME>> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <<CUSTOMER NAME>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<CUSTOMER NAME>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal

offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each <<CUSTOMER NAME>> employee requiring access to a BellSouth Premises pursuant to this Attachment, <<CUSTOMER NAME>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <<CUSTOMER NAME>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<CUSTOMER NAME>> may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, <<CUSTOMER NAME>> shall promptly remove from BellSouth's Premises any employee of <<CUSTOMER NAME>> BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <<CUSTOMER NAME>> is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview <<CUSTOMER NAME>>'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to <<CUSTOMER NAME>>'s Security contact of such interview. <<CUSTOMER NAME>> and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<CUSTOMER NAME>>'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill <<CUSTOMER NAME>> for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that <<CUSTOMER NAME>>'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill <<CUSTOMER NAME>> for BellSouth property which is stolen or damaged where an investigation determines the culpability of <<CUSTOMER NAME>>'s employees, agents, or contractors and where <<CUSTOMER NAME>> agrees, in good faith, with the results of such investigation. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from

BellSouth Premises, any employee found to have violated the security and safety requirements of this section. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<CUSTOMER NAME>>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<CUSTOMER NAME>> may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If <<CUSTOMER NAME>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <<CUSTOMER

NAME>>. Where allowed and where practical, <<CUSTOMER NAME>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <<CUSTOMER NAME>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for <<CUSTOMER NAME>>'s permitted use, until such Collocation Space is fully repaired and restored and <<CUSTOMER NAME>>'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where <<CUSTOMER NAME>> has placed an Adjacent Arrangement pursuant to Section 3.5, <<CUSTOMER NAME>> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<CUSTOMER NAME>> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 <<CUSTOMER NAME>> understands that this Attachment is not exclusive and that BellSouth may enter into similar Attachments with other Parties. Assignment of space pursuant to all such Attachments shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Attachment shall be given or made by <<CUSTOMER NAME>> or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:	To <<CUSTOMER NAME>>:
600 N. 19th Street	_____
9th Floor	_____
Birmingham, AL 35240	_____
ATTN: CLEC Account Team	ATTN:_____

16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 <<CUSTOMER NAME>> shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of <<CUSTOMER NAME>>, its agents or employees pursuant to, or in furtherance of, rights granted under this Attachment. <<CUSTOMER NAME>> shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by <<CUSTOMER NAME>>, its agents or employees.

17.2 BellSouth shall not be liable to <<CUSTOMER NAME>> for any interruption of <<CUSTOMER NAME>>'s service or for interference with the operation of <<CUSTOMER NAME>>'s communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and <<CUSTOMER NAME>> shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 <<CUSTOMER NAME>> agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Attachment or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and <<CUSTOMER NAME>> further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Attachment, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 <<CUSTOMER NAME>> acknowledges that this Attachment does not convey any right, title or interest in the Central Office to <<CUSTOMER NAME>>. This Attachment is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Attachment without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Attachment to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Attachment shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Attachment shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Attachment.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Attachment, the Parties agree that if any dispute arises as to the interpretation of any provision of this Attachment or as to the proper implementation of this Attachment, the parties will petition the Commission in the state where the services are provided pursuant to this Attachment for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Attachment.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Attachment.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Attachment on behalf of such party has the full right, power and authority to enter into and execute this Attachment on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Attachment.

27. Review of Attachment

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Attachment and has executed this Attachment only after such review and negotiation. The Parties further agree that this Attachment shall be deemed to have been drafted by both BellSouth and <<CUSTOMER NAME>> and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Attachment

28.1 Upon execution of this Attachment it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Attachment, said costs shall be borne by <<CUSTOMER NAME>>.

29. Entire Attachment

29.1 This Attachment contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire Attachment between BellSouth and <<CUSTOMER NAME>> and may not be modified or amended other than by a written

instrument signed by both parties. If any conflict arises between the terms and conditions contained in Attachment and those contained in a filed tariff, the terms and conditions of this Attachment shall control.

IN WITNESS WHEREOF, the Parties have executed this Attachment by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.	(<<CUSTOMER NAME>>'s Full Company Name)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and <<CUSTOMER NAME>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and <<CUSTOMER NAME>> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<CUSTOMER NAME>> should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<CUSTOMER NAME>> to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. <<CUSTOMER NAME>> will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <<CUSTOMER NAME>> space with proper notification. BellSouth reserves the right to stop any <<CUSTOMER NAME>> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by <<CUSTOMER NAME>> are owned by <<CUSTOMER NAME>>. <<CUSTOMER NAME>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <<CUSTOMER NAME>> or different hazardous materials used by <<CUSTOMER NAME>> at BellSouth Facility. <<CUSTOMER NAME>> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <<CUSTOMER NAME>> to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and <<CUSTOMER NAME>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<CUSTOMER NAME>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<CUSTOMER NAME>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and <<CUSTOMER NAME>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<CUSTOMER NAME>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<CUSTOMER NAME>> further agrees to cooperate with BellSouth to ensure that <<CUSTOMER NAME>>'s

employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<CUSTOMER NAME>>, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S

	EVET approval of contractor	Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health

hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 4 – RS

Remote Site Collocation

1. Scope of Attachment

1.1 Scope of Attachment. The terms and conditions contained within this Attachment and the rates included in Exhibit B of Attachment 2, incorporated herein by this reference, to this Agreement shall only apply when <<CUSTOMER NAME>> is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.

1.2 Right to occupy. BellSouth shall offer to <<CUSTOMER NAME>> Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Attachment, and the rates contained in Exhibit B of Attachment 2 to this Agreement, BellSouth hereby grants to <<CUSTOMER NAME>> a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by <<CUSTOMER NAME>> and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment and Exhibit B of Attachment 2 to this Agreement do not include all the necessary rates terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

1.2.1 The number of racks/bays specified by <<CUSTOMER NAME>> may contemplate a request for space sufficient to accommodate <<CUSTOMER NAME>>'s growth within a two-year period.

1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies <<CUSTOMER NAME>> that BellSouth's Attachment with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon <<CUSTOMER NAME>>'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for <<CUSTOMER NAME>>. <<CUSTOMER NAME>> agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for <<CUSTOMER NAME>>. In cases where a Third Party Attachment does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for

<<CUSTOMER NAME>> as above, <<CUSTOMER NAME>> shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with <<CUSTOMER NAME>> in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. <<CUSTOMER NAME>> will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. <<CUSTOMER NAME>> shall use the Remote Collocation Space for the purposes of installing, maintaining and operating <<CUSTOMER NAME>>'s equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.6 Rates and charges. <<CUSTOMER NAME>> agrees to pay the rates and charges identified in Exhibit B of Attachment 2 to this Agreement .

1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Availability Report

2.1 Reporting. Upon request from <<CUSTOMER NAME>>, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from <<CUSTOMER NAME>> for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If <<CUSTOMER NAME>> is unable to obtain the CLLI code, from for example a site visit to the remote site, <<CUSTOMER NAME>> may request the CLLI code from BellSouth. To obtain a CLLI code

for a remote site directly from BellSouth, <<CUSTOMER NAME>> should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. <<CUSTOMER NAME>> should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify <<CUSTOMER NAME>> and inform <<CUSTOMER NAME>> of the time frame under which it can respond.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow <<CUSTOMER NAME>> to collocate <<CUSTOMER NAME>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<CUSTOMER NAME>> to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, <<CUSTOMER NAME>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at <<CUSTOMER NAME>>'s option, <<CUSTOMER NAME>> may enclose its equipment.

3.3 Shared (Subleased) Collocation. <<CUSTOMER NAME>> may allow other telecommunications carriers to share <<CUSTOMER NAME>>'s Remote Collocation Space pursuant to terms and conditions agreed to by <<CUSTOMER NAME>> ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. <<CUSTOMER NAME>> shall notify BellSouth in writing upon

execution of any Attachment between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the Attachment, and shall contain a certification by <<CUSTOMER NAME>> that said Attachment imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and <<CUSTOMER NAME>>.

3.3.1 <<CUSTOMER NAME>> shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Exhibit B of Attachment 2 to this Agreement; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <<CUSTOMER NAME>> with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, <<CUSTOMER NAME>> shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit B of Attachment 2 to this Agreement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 <<CUSTOMER NAME>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<CUSTOMER NAME>>'s Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by <<CUSTOMER NAME>> and in conformance with BellSouth's design and construction specifications. Further, <<CUSTOMER NAME>> shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should <<CUSTOMER NAME>> elect such an option, <<CUSTOMER NAME>> must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s BellSouth Certified Contractor must comply with local building code requirements. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>.

3.4.2 BellSouth maintains the right to review <<CUSTOMER NAME>>'s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>>, at <<CUSTOMER NAME>>'s sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 <<CUSTOMER NAME>> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <<CUSTOMER NAME>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. <<CUSTOMER NAME>>'s BellSouth Certified Contractor shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

4.1 Occupancy. BellSouth will notify <<CUSTOMER NAME>> in writing that the Remote Collocation Space is ready for occupancy. <<CUSTOMER NAME>> must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, <<CUSTOMER NAME>> may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

4.2.1 Upon termination of occupancy, <<CUSTOMER NAME>> at its expense shall remove its equipment and other property from the Remote Collocation Space. <<CUSTOMER NAME>> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <<CUSTOMER NAME>>'s Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that <<CUSTOMER NAME>> shall continue payment of monthly fees to BellSouth until such date as <<CUSTOMER NAME>>, and if applicable <<CUSTOMER NAME>>'s Guest, has fully vacated the Remote Collocation Space. Should <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest at <<CUSTOMER NAME>>'s expense and with no liability for damage or injury to <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, <<CUSTOMER NAME>> shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the <<CUSTOMER NAME>> except for ordinary wear and tear unless otherwise agreed to by the Parties. <<CUSTOMER NAME>> shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <<CUSTOMER NAME>>'s failure to comply with these requirements.

5.1.2 <<CUSTOMER NAME>> shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 <<CUSTOMER NAME>> shall place a plaque or other identification affixed to <<CUSTOMER NAME>>'s equipment to identify <<CUSTOMER NAME>>'s equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All <<CUSTOMER NAME>> equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. <<CUSTOMER NAME>> may elect to place <<CUSTOMER NAME>>-owned or <<CUSTOMER NAME>>-leased entrance facilities into the Remote Collocation Space from <<CUSTOMER NAME>>'s point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. <<CUSTOMER NAME>> will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. <<CUSTOMER NAME>> must contact BellSouth for instructions prior to placing the entrance facility cable. <<CUSTOMER NAME>> is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. <<CUSTOMER NAME>> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <<CUSTOMER NAME>>'s collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<CUSTOMER NAME>>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. <<CUSTOMER NAME>> or its agent must perform all required maintenance to <<CUSTOMER NAME>> equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.

5.4 <<CUSTOMER NAME>>'s Equipment and Facilities. <<CUSTOMER NAME>>, or if required by this Attachment, <<CUSTOMER NAME>>'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <<CUSTOMER NAME>>.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

5.6 Access. Pursuant to Section 12, <<CUSTOMER NAME>> shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<CUSTOMER NAME>> agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <<CUSTOMER NAME>> and returned to BellSouth Access Management within fifteen (15) calendar days of <<CUSTOMER NAME>>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. <<CUSTOMER NAME>> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <<CUSTOMER NAME>> employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with <<CUSTOMER NAME>> or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.6.1 <<CUSTOMER NAME>> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the

BellSouth Premises a minimum of thirty (30) calendar days prior to the date <<CUSTOMER NAME>> desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <<CUSTOMER NAME>> may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event <<CUSTOMER NAME>> desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit <<CUSTOMER NAME>> to access the Collocation Space accompanied by a security escort at <<CUSTOMER NAME>>'s expense. <<CUSTOMER NAME>> must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), <<CUSTOMER NAME>> shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<CUSTOMER NAME>> violates the provisions of this paragraph, BellSouth shall give written notice to <<CUSTOMER NAME>>, which notice shall direct <<CUSTOMER NAME>> to cure the violation within forty-eight (48) hours of <<CUSTOMER NAME>>'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <<CUSTOMER NAME>> fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation,

including without limitation the interruption of electrical power to <<CUSTOMER NAME>>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <<CUSTOMER NAME>> prior to taking such action and shall have no liability to <<CUSTOMER NAME>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<CUSTOMER NAME>> fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <<CUSTOMER NAME>> or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <<CUSTOMER NAME>> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by <<CUSTOMER NAME>> in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by <<CUSTOMER NAME>> at any time. Any damage caused to the Remote Collocation Space by <<CUSTOMER NAME>>'s employees, agents or representatives shall be promptly repaired by <<CUSTOMER NAME>> at its expense.

5.10 Alterations. In no case shall <<CUSTOMER NAME>> or any person acting on behalf of <<CUSTOMER NAME>> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by <<CUSTOMER NAME>>. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

5.11 Upkeep of Remote Collocation Space. <<CUSTOMER NAME>> shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. <<CUSTOMER NAME>> shall be responsible for removing any <<CUSTOMER NAME>> debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <<CUSTOMER NAME>> that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. <<CUSTOMER NAME>> shall submit a Remote Site Collocation Application when <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) equipment placement, <<CUSTOMER NAME>> shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.

6.4 Subsequent Application In the event <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, <<CUSTOMER NAME>> shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by <<CUSTOMER NAME>> in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. An Application Fee will apply.

6.5 Availability of Space. Upon submission of an Application, BellSouth will permit <<CUSTOMER NAME>> to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the

event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount that is available.

6.5.1 Availability Notification. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by <<CUSTOMER NAME>>, <<CUSTOMER NAME>> must resubmit its Application to reflect the actual space available.

6.6 Denial of Application. If BellSouth notifies <<CUSTOMER NAME>> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <<CUSTOMER NAME>> that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow <<CUSTOMER NAME>>, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure Attachment or provision, BellSouth shall permit <<CUSTOMER NAME>> to inspect any plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list

6.8.1 When space becomes available, <<CUSTOMER NAME>> must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. <<CUSTOMER NAME>> may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<CUSTOMER NAME>> does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove <<CUSTOMER NAME>> from the waiting list. Upon request, BellSouth will advise <<CUSTOMER NAME>> as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.1.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of <<CUSTOMER NAME>> or necessitated by technical

considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge <<CUSTOMER NAME>> an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit B of Attachment 2 to this Agreement. Major changes, such as requesting additional space or adding equipment may require <<CUSTOMER NAME>> to resubmit the Application and an additional Application Fee shall apply.

6.12 Bona Fide Firm Order.

6.12.1 <<CUSTOMER NAME>> shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when <<CUSTOMER NAME>> has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <<CUSTOMER NAME>>'s Bona Fide Application or the Application will expire.

6.13 BellSouth will permit one accompanied site visit to <<CUSTOMER NAME>>'s designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to <<CUSTOMER NAME>>.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 BellSouth will provision collocation arrangements within thirty (30) calendar days from receipt of a Bona Fide Firm Order when conditioned space is available and <<CUSTOMER NAME>> installs its own racks/bays. In no event will the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a

nondiscriminatory manner and at parity with BellSouth and will provide <<CUSTOMER NAME>> with the estimated completion date in its Response.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. <<CUSTOMER NAME>> will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying <<CUSTOMER NAME>> that the collocation space is ready for occupancy. BellSouth will correct any deviations to <<CUSTOMER NAME>>'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. <<CUSTOMER NAME>> shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide <<CUSTOMER NAME>> with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing <<CUSTOMER NAME>>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and <<CUSTOMER NAME>> upon successful completion of installation. The Certified Supplier shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying <<CUSTOMER NAME>> or any supplier proposed by <<CUSTOMER NAME>>. All work performed by or for <<CUSTOMER NAME>> shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. <<CUSTOMER NAME>> shall be responsible for placement, monitoring and removal of alarms used to service <<CUSTOMER NAME>>'s Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit B of Attachment 2 to this Agreement. <<CUSTOMER

NAME>> may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, <<CUSTOMER NAME>> may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by <<CUSTOMER NAME>>, such information will be provided to <<CUSTOMER NAME>> in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to <<CUSTOMER NAME>> within 180 calendar days of BellSouth's written denial of <<CUSTOMER NAME>>'s request for physical collocation, and (ii) <<CUSTOMER NAME>> was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then <<CUSTOMER NAME>> may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. <<CUSTOMER NAME>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, <<CUSTOMER NAME>> cancels its order for the Remote Collocation Space(s), <<CUSTOMER NAME>> will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. <<CUSTOMER NAME>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by <<CUSTOMER NAME>>'s current billing cycle and is non-refundable.

8.2 Recurring Fees. Recurring charges begin on the date that <<CUSTOMER NAME>> executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date <<CUSTOMER NAME>> first occupies the Remote Collocation Space, whichever is sooner. If <<CUSTOMER NAME>> fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing <<CUSTOMER NAME>> for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by <<CUSTOMER NAME>>'s current billing cycle.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power <<CUSTOMER NAME>>'s equipment. <<CUSTOMER NAME>> shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for <<CUSTOMER NAME>>'s Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at <<CUSTOMER NAME>>'s option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for <<CUSTOMER NAME>>'s equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by <<CUSTOMER NAME>>'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<CUSTOMER NAME>>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to <<CUSTOMER NAME>>'s equipment becoming operational. AC power voltage and phase ratings shall be determined on a per location basis. At <<CUSTOMER NAME>>'s option, <<CUSTOMER NAME>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever <<CUSTOMER NAME>> or its approved agent desires access to the Remote Site Location

after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further Attachment or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Attachment (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, <<CUSTOMER NAME>> shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to <<CUSTOMER NAME>>. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disAttachment as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in Exhibit B of Attachment 2 to this Agreement , the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by <<CUSTOMER NAME>>'s current billing cycle. <<CUSTOMER NAME>> will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 Maintain Insurance. <<CUSTOMER NAME>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 Coverage. <<CUSTOMER NAME>> shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars

($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<CUSTOMER NAME>>'s real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 <<CUSTOMER NAME>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary. All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all <<CUSTOMER NAME>>'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If <<CUSTOMER NAME>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<CUSTOMER NAME>>.

9.5 Submit certificates of insurance. <<CUSTOMER NAME>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <<CUSTOMER NAME>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <<CUSTOMER NAME>>"'s insurance company. <<CUSTOMER NAME>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

9.6 Conformance to recommendations made by BellSouth's fire insurance company. <<CUSTOMER NAME>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If <<CUSTOMER NAME>>'s net worth exceeds five hundred million dollars ($500,000,000), <<CUSTOMER NAME>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. <<CUSTOMER NAME>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<CUSTOMER NAME>> in the event that self-insurance status is not granted to <<CUSTOMER NAME>>. If BellSouth approves <<CUSTOMER NAME>> for self-insurance, <<CUSTOMER NAME>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<CUSTOMER NAME>>'s corporate officers. The ability to self-insure shall continue so long as <<CUSTOMER NAME>> meets all of the requirements of this Section. If <<CUSTOMER NAME>> subsequently no longer satisfies this Section, <<CUSTOMER NAME>> is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.

9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <<CUSTOMER NAME>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien

has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of <<CUSTOMER NAME>>'s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between <<CUSTOMER NAME>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<CUSTOMER NAME>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<CUSTOMER NAME>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 <<CUSTOMER NAME>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<CUSTOMER NAME>> employee being considered for work on the BellSouth Premises, for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<CUSTOMER NAME>> shall not be required to perform this investigation if an affiliated company of <<CUSTOMER NAME>> has performed an investigation of the <<CUSTOMER NAME>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<CUSTOMER NAME>> has performed a pre-employment statewide investigation of criminal history records of the <<CUSTOMER NAME>> employee for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 <<CUSTOMER NAME>> shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the <<CUSTOMER NAME>> name. BellSouth reserves the right to remove from its premises any employee of <<CUSTOMER NAME>> not possessing identification issued by <<CUSTOMER NAME>> or who have

violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. <<CUSTOMER NAME>> shall be solely responsible for ensuring that any Guest of <<CUSTOMER NAME>> is in compliance with all subsections of this Section 12.

12.3 <<CUSTOMER NAME>> will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.4 <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any <<CUSTOMER NAME>> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <<CUSTOMER NAME>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<CUSTOMER NAME>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each <<CUSTOMER NAME>> employee requiring access to a BellSouth Premises pursuant to this Attachment, <<CUSTOMER NAME>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <<CUSTOMER NAME>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<CUSTOMER NAME>> may certify to BellSouth that it shall not assign to the BellSouth Premises any

personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, <<CUSTOMER NAME>> shall promptly remove from BellSouth's Premises any employee of <<CUSTOMER NAME>> BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <<CUSTOMER NAME>> is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview <<CUSTOMER NAME>>'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to <<CUSTOMER NAME>>'s Security contact of such interview. <<CUSTOMER NAME>> and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<CUSTOMER NAME>>'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill <<CUSTOMER NAME>> for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that <<CUSTOMER NAME>>'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill <<CUSTOMER NAME>> for BellSouth property that is stolen or damaged where an investigation determines the culpability of <<CUSTOMER NAME>>'s employees, agents, or contractors and where <<CUSTOMER NAME>> agrees, in good faith, with the results of such investigation. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the

BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall <<CUSTOMER NAME>>, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<CUSTOMER NAME>>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<CUSTOMER NAME>> may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If <<CUSTOMER NAME>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <<CUSTOMER NAME>>. Where allowed and where practical, <<CUSTOMER NAME>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, <<CUSTOMER NAME>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for <<CUSTOMER NAME>>"'s permitted use, until such Remote Collocation Space is fully repaired and restored and <<CUSTOMER NAME>>"'s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored).

Where <<CUSTOMER NAME>> has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, <<CUSTOMER NAME>> shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<CUSTOMER NAME>> shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 Attachment is not exclusive. <<CUSTOMER NAME>> understands that this Attachment is not exclusive and that BellSouth may enter into similar Attachments with other Parties. Assignment of space pursuant to all such Attachments shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Attachment shall be given or made by <<CUSTOMER NAME>> or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To <<CUSTOMER NAME>>:
_____
_____
_____
ATTN:_____

16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 <<CUSTOMER NAME>> shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of <<CUSTOMER NAME>>, its agents or employees pursuant to, or in furtherance of, rights granted under this Attachment. <<CUSTOMER NAME>> shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by <<CUSTOMER NAME>>, its agents or employees.

17.2 BellSouth shall not be liable to <<CUSTOMER NAME>> for any interruption of <<CUSTOMER NAME>>'s service or for interference with the operation of <<CUSTOMER NAME>>'s communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and <<CUSTOMER NAME>> shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 <<CUSTOMER NAME>> agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Attachment or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and <<CUSTOMER NAME>> further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Attachment, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes,

inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 <<CUSTOMER NAME>> acknowledges that this Attachment does not convey any right, title or interest in the Central Office to <<CUSTOMER NAME>>. This Attachment is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Attachment without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Attachment to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Attachment shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Attachment shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Attachment.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Attachment, the Parties agree that if any dispute arises as to the interpretation of any provision of this Attachment or as to the proper implementation of this Attachment, the parties will petition the Commission in the state where the services are provided pursuant to this Attachment for a resolution of the dispute. However, each party reserves any

rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Attachment.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Attachment.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Attachment on behalf of such party has the full right, power and authority to enter into and execute this Attachment on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Attachment.

27. Review of Attachment

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Attachment and has executed this Attachment only after such review and negotiation. The Parties further agree that this Attachment shall be deemed to have been drafted by both BellSouth and <<CUSTOMER NAME>> and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Attachment

28.1 Upon execution of this Attachment it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Attachment, said costs shall be borne by <<CUSTOMER NAME>>.

29. Entire Attachment

29.1 This Attachment contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire Attachment between BellSouth and <<CUSTOMER NAME>> and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Attachment and those contained in a filed tariff, the terms and conditions of this Attachment shall control.

IN WITNESS WHEREOF, the Parties have executed this Attachment by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.	(<<CUSTOMER NAME>>'s Full Company Name)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and <<CUSTOMER NAME>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and <<CUSTOMER NAME>> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<CUSTOMER NAME>> should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<CUSTOMER NAME>> to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. <<CUSTOMER NAME>> will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <<CUSTOMER NAME>> space with proper notification. BellSouth reserves the right to stop any <<CUSTOMER NAME>> work operation that

imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by <<CUSTOMER NAME>> are owned by <<CUSTOMER NAME>>. <<CUSTOMER NAME>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <<CUSTOMER NAME>> or different hazardous materials used by <<CUSTOMER NAME>> at BellSouth Facility. <<CUSTOMER NAME>> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <<CUSTOMER NAME>> to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and <<CUSTOMER NAME>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<CUSTOMER NAME>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<CUSTOMER NAME>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and <<CUSTOMER NAME>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<CUSTOMER NAME>> agrees to

comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<CUSTOMER NAME>> further agrees to cooperate with BellSouth to ensure that <<CUSTOMER NAME>>'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<CUSTOMER NAME>>, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations	• Std T&C 450 • Fact Sheet Series 17000

	federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management

and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility, which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS 3
2. NUMBER PORTABILITY PERMANENT SOLUTION 3
3. SERVICE PROVIDER NUMBER PORTABILITY 4
4. SPNP IMPLEMENTATION 5
5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES 12

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where <<customer_name>> is utilizing its own switch, <<customer_name>> shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, <<customer_name>> will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 Where BellSouth is providing local switching, <<customer_name>> may utilize BellSouth's telephone numbers. BellSouth will provide <<customer_name>> with on line access to telephone numbers on a first come first served basis. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.

1.3 <<customer_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, <<customer_name>> shall return numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

2. NUMBER PORTABILITY PERMANENT SOLUTION

2.1 The Parties will offer local number portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim Service Provider Number Portability (SPNP) will be available only in those end offices where no carrier has requested implementation of permanent local number portability (PNP). Once PNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within ninety (90) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP.

2.2 End User Line Charge. Where <<customer_name>> subscribes to BellSouth's local switching, BellSouth shall bill and <<customer_name>> shall pay the end user line charge associated with implementing PNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 To limit service outage, BellSouth and <<customer_name>> will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP

Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: http://www.interconnection.bellsouth.com. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and <<customer_name>>.

2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.7 BellSouth and <<customer_name>> will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

3. SERVICE PROVIDER NUMBER PORTABILITY

3.1 Where PNP has not been implemented in an end office, the Parties shall provide SPNP. SPNP is a service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same BellSouth local calling area of his existing number. Except as otherwise expressly provided herein, SPNP is available only where the local exchange carrier is currently providing basic local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

3.2 Methods of Providing SPNP. SPNP is available through either remote call forwarding,direct inward dialing trunks, or route-indexing , portability hub. Remote call forwarding (SPNP-RCF) is an existing switch-based service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the switch that serves the subscriber. Route-Indexing, Portability Hub (RI-PH) will route a dialed call to the BellSouth switch associated with the NXX of the dialed number.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services.

3.4 Rates

3.4.1 Rates for SPNP are set out in Exhibit B to Attachment 2, incorporated herein by this reference. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP IMPLEMENTATION

4.1 SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by <<customer_name>> or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in Exhibit B of Attachment 2.

4.2 SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. SPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk

groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. <<customer_name>> may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.

4.4 BellSouth shall provide RI-PH on an individual telephone number basis. BellSouth's switch shall insert a prefix onto the dialed number that identifies how the call is to be routed to <<customer name>>. The prefixed dialed number is then transmitted to the BellSouth tandem switch and the dialed number is routed to <<customer name>>'s switch so that the routing of the call can be completed by <<customer name>>. Should BellSouth determine a mor efficient manner of performing this function, it may proceed in that manner. RI-PH may use, where technically feasible, the same trunks as those used for exchange of other local traffic with BellSouth. The trunks shall employ SS7 signalling.

4.5 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or <<customer_name>> shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. <<customer_name>> usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.6 The new service provider shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall

be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.7 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP-DID services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.8 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Neither Party shall specify end-to-end transmission characteristics for SPNP calls.

4.9 Where SPNP-RCF is utilized for SPNP, for terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6

Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR 3

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS 3

3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES 5

PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to <<customer_name>> that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at http://www.interconnection.bellsouth.com and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of where the physical work is being performed.

1.2.2 To the extent <<customer_name>> requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians to work outside regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of <<customer_name>>, BellSouth will not assess <<customer_name>> additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide <<customer_name>> access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is

the sole responsibility of <<customer_name>> to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for <<customer_name>>'s access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. <<customer_name>> shall not view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. <<customer_name>> will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit <<customer_name>>'s access to customer record information. If a BellSouth audit of <<customer_name>>'s access to customer record information reveals that <<customer_name>> is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to <<customer_name>> may take corrective action, including but not limited to suspending or terminating <<customer_name>>'s electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.2 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. <<customer_name>> may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Maintenance and Repair. <<customer_name>> may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer <<customer_name>> non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide <<customer_name>> an estimated time to

repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of Section 1.2.1 of this Attachment. BellSouth and <<customer_name>> agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to <<customer_name>>, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by <<customer_name>> will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, <<customer_name>> shall be required to submit a new service order. Incorrect or invalid orders returned to <<customer_name>> for correction or clarification will be held for ten (10) days. If <<customer_name>> does not return a corrected order within ten (10) days, BellSouth will cancel the order.

3.2 Single Point of Contact. <<customer_name>> will be the single point of contact with BellSouth for ordering activity for network elements and other services used by <<customer_name>> to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. <<customer_name>> and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to an order from another carrier, BellSouth may disconnect any network element being used by <<customer_name>> to

provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify <<customer_name>> that such an order has been processed, but will not be required to notify <<customer_name>> in advance of such processing.

3.3 Use of Facilities. When a customer of <<customer_name>> elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth. In addition, where BellSouth provides local switching, 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 a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify <<customer_name>> that such an order has been processed after the disconnect order has been completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If <<customer_name>> cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

3.7 Expedite Charges. For expedited requests by <<customer_name>>, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

3.8 CLEC Responsibilities. <<customer_name>> shall provide to BellSouth electronic access to customer record information, where available. If electronic access is not available, <<customer_name>> shall provide paper copies of customer record information. Such information shall be provided to BellSouth in the same intervals that BellSouth provides such information to <<customer_name>>.

Attachment 7

Billing

TABLE OF CONTENTS

1. Payment and Billing Arrangements 3
2. Billing Disputes 6
3. RAO Hosting 7
4. Optional Daily Usage File 11
5. Access Daily Usage File 14

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that <<customer_name>> requests. BellSouth will bill and record in accordance with this Agreement those charges <<customer_name>> incurs as a result of <<customer_name>> purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from <<customer_name>>, <<customer_name>> shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the Authority , <<customer_name>> will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.

1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of <<customer_name>>. <<customer_name>> shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by <<customer_name>> from <<customer_name>>'s customer. BellSouth will not become involved in billing disputes that may arise between <<customer_name>> and <<customer_name>>'s customer. 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.

1.3 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately

available funds. Payment is considered to have been made when received by BellSouth.

1.4 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from <<customer_name>>, the total amount billed to <<customer_name>> will not include those taxes or fees for which the CLEC is exempt. <<customer_name>> will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of <<customer_name>>.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. <<customer_name>> will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to <<customer_name>>. The procedures for discontinuing service to <<customer_name>> are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by <<customer_name>> of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of amounts not subject to a billing dispute, as described in Section 2.1.2., is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to <<customer_name>> that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to <<customer_name>> at the billing address to discontinue the provision of existing services to <<customer_name>> at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and <<customer_name>>'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to <<customer_name>> without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, <<customer_name>>'s services will be discontinued. Upon discontinuance of service on <<customer_name>>'s account, service to <<customer_name>>'s end users will be denied. BellSouth will reestablish service at the request of the end user or <<customer_name>> for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <<customer_name>> is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, <<customer_name>> will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release <<customer_name>> from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in <<customer_name>>'s "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event <<customer_name>> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <<customer_name>> may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to <<customer_name>>'s account(s).

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders from <<customer_name>> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or

address provided by <<customer_name>> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <<customer_name>> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from <<customer_name>> to BellSouth's billing organization, a final notice of disconnection of services purchased by <<customer_name>> under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit B of Attachment 2 of this Agreement, incorporated herein by this reference. If no rate is identified in this Attachment or Attachment 2, Exhibit B, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.1.2 For purposes of this Section 2, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section 3. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.2 If a Party disputes a charge and does not pay such charge 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 charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties 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: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to <<customer_name>> 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.

3.2 <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3 Compensation amounts, if applicable, will be billed by BellSouth to <<customer_name>> 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.

3.4 <<customer_name>> must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from <<customer_name>> 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 <<customer_name>> and will coordinate all associated conversion activities.

3.5 BellSouth will receive messages from <<customer_name>> that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

3.6 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 <<customer_name>>.

3.7 All data received from <<customer_name>> that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

3.8 All data received from <<customer_name>> 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)).

3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by <<customer_name>> and will forward them to <<customer_name>> on a daily basis.

3.10 Transmission of message data between BellSouth and <<customer_name>> will be via CONNECT:Direct.

3.11 All messages and related data exchanged between BellSouth and <<customer_name>> 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.

3.12 <<customer_name>> 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.

3.13 Should it become necessary for <<customer_name>> to send data to BellSouth more than sixty (60) days past the message date(s), <<customer_name>> 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 <<customer_name>> to notify all affected Parties.

3.14 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 <<customer_name>>) identified and agreed to, the company responsible for creating the data (BellSouth or <<customer_name>>) 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 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.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from <<customer_name>>, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify <<customer_name>> of the error condition. <<customer_name>> 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, <<customer_name>> will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.16 In association with message distribution service, BellSouth will provide <<customer_name>> with associated intercompany settlements reports (CATS and NICS) as appropriate.

3.17 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.

3.18 RAO Compensation

3.18.1 Rates for message distribution service provided by BellSouth for <<customer_name>> are as set forth in Exhibit B of Attachment 2 of this Agreement.

3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit B of Attachment 2 of this Agreement.

3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> 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 required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

3.18.4 All equipment, including modems and software, that is required on the <<customer_name>> end for the purpose of data transmission will be the responsibility of <<customer_name>>.

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by <<customer_name>> 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 <<customer_name>> and the involved company(ies), unless that company is participating in NICS.

3.19.2 Both traffic that originates outside the BellSouth region by <<customer_name>> and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by <<customer_name>>, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by <<customer_name>>, involves a company other than <<customer_name>>, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

3.19.3 Once <<customer_name>> is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of <<customer_name>>. BellSouth will distribute copies of these reports to <<customer_name>> on a monthly basis.

3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of <<customer_name>>. BellSouth will distribute copies of these reports to <<customer_name>> on a monthly basis.

3.19.6 BellSouth will collect the revenue earned by <<customer_name>> 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 <<customer_name>>. BellSouth will remit the revenue billed by <<customer_name>> 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 on <<customer_name>>. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <<customer_name>> via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.19.7 BellSouth will collect the revenue earned by <<customer_name>> 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 <<customer_name>>. BellSouth will remit the revenue billed by <<customer_name>> 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 <<customer_name>> via a monthly CABS miscellaneous bill.

3.19.8 BellSouth and <<customer_name>> agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

4.1 Upon written request from <<customer_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section.

4.2 <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer_name>> customer.

4.4 Charges for delivery of the ODUF will appear on <<customer_name>>s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.6 Messages that error in the billing system of <<customer_name>> will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.

4.7 The following specifications shall apply to the Optional Daily Usage Feed.

4.7.1 **USAGE TO BE TRANSMITTED**

4.7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

- Message recording for per use/per activation type services (examples:

Three -Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <<customer_name>>.

4.7.1.4 In the event that <<customer_name>> detects a duplicate on ODUF they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth).

4.7.2 **PHYSICAL FILE CHARACTERISTICS**

4.7.2.1 ODUF will be distributed to <<customer_name>> via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit,

overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> 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 required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>>'s end for the purpose of data transmission will be the responsibility of <<customer_name>>.

4.7.3 **PACKING SPECIFICATIONS**

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO that is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 **PACK REJECTION**

4.7.4.1 <<customer_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer_name>> by BellSouth.

4.7.5 **CONTROL DATA**

4.7.5.1 <<customer_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer_name>> for reasons stated in the above section.

4.7.6 **TESTING**

4.7.6.1 Upon request from <<customer_name>>, BellSouth shall send test files to <<customer_name>> for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that <<customer_name>> set up a production (LIVE) file. The live test may consist of <<customer_name>>'s employees making test calls for the types of services <<customer_name>> requests on ODUF. These test calls are logged by <<customer_name>>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from <<customer_name>>, BellSouth will provide the Access Daily Usage File (ADUF) service to <<customer_name>> pursuant to the terms and conditions set forth in this section.

5.2 <<customer_name>> shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that <<customer_name>> has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on <<customer_name>>'s monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5 Messages that error in the billing system of <<customer_name>> will be the responsibility of <<customer_name>>. If, however, <<customer_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_name>> within its systems, BellSouth will work with <<customer_name>> to determine the source of the errors and the appropriate resolution.

5.6 **USAGE TO BE TRANSMITTED**

5.6.1 The following messages recorded by BellSouth will be transmitted to <<customer_name>>:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When <<customer_name>> purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (<<customer_name>> is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to <<customer_name>> and send access record to <<customer_name>>.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to <<customer_name>> and send access record to <<customer_name>>.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to <<customer_name>>.

5.6.4 In the event that <<customer_name>> detects a duplicate on ADUF they receive from BellSouth, <<customer_name>> will drop the duplicate message (<<customer_name>> will not return the duplicate to BellSouth.)

5.6.5 **PHYSICAL FILE CHARACTERISTICS**

5.6.5.1 ADUF will be distributed to <<customer_name>> via CONNECT:Direct. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.5.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_name>> 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 required, dial circuits will be installed in the

BellSouth data center by BellSouth and the associated charges assessed to <<customer_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer_name>> will be the responsibility of <<customer_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer_name>>'s end for the purpose of data transmission will be the responsibility of <<customer_name>>.

5.6.6 **PACKING SPECIFICATIONS**

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_name>> and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 **PACK REJECTION**

5.6.7.1 <<customer_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer_name>> by BellSouth.

5.6.8 **CONTROL DATA**

5.6.8.1 <<customer_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer_name>> for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from <<customer_name>>, BellSouth shall send a test file of generic data to <<customer_name>> via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

_____
(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number - _____

CONTENTS

SECTION		PAGE
1	Definitions	1
2	Scope of Agreement	5
3	Requirements and Specifications	9
4	Additional Legal Requirements	17
5	Facilities and Licenses	18
6	Make-Ready Work	20
7	Application Forms and Fees	21
8	Processing of Applications	24
9	Issuance of Licenses	25
10	Construction of Licensee's Facilities	26
11	Use and Routine Maintenance of Licensee's Facilities	28
12	Modification and Replacement of Licensee's Facilities	30
13	Rearrangement of Facilities at Request of Another	30
14	Emergency Repairs and Pole Replacements	32
15	Inspection by BellSouth of Licensee's Facilities	32
16	Notice of Noncompliance	32
17	Unauthorized Occupancy or Utilization of BellSouth's Facilities	34
18	Removal of Licensee's Facilities	35
19	Fees, Charges, and Billing	35
20	Advance Payment and Imputation	36
21	Assurance of Payment	36
22	Insurance	37
23	Indemnification	38
24	Authorization Not Exclusive	40
25	Assignment of Rights	40
26	Failure to Enforce	40
27	Term of Agreement	40
28	BellSouth's Information	41
29	Licensee Information	41
30	Supersedure of Agreement(s)	41

APPENDICES

I	Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
II	Records Maintenance Centers
III	Request to Self-Insure

EXHIBITS

I	Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically

occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.

1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. It order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:

3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

1) BellSouth employee Costs based on the time spent researching, reviewing and copying records

2) Copying Costs

3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows:		
Contact		
Title		
Company		
Address		
Address		
City, State, and Zip Code		
Telephone		
Facsimile		
with a copy to:		
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.

9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 If the Licensee's net worth exceeds five hundred million dollars ($500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable Costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.

23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

27. TERM OF AGREEMENT

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. BELLSOUTH'S INFORMATION

28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.

28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.

28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

	BellSouth Telecommunications, Inc.
Name of Licensee	*Name of Licensor*
By: _____	***By:*** _____
Signature	*Signature*
_____	K. W. Marlin
Printed Name	*Printed Name*
_____	Ntwk V P NP& Supp
Printed Title	*Printed Title*
Date	*Date*

APPENDIX I

2000 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2000

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles *(ea. / yr.)*	Anchors *(ea. / yr.)*	Conduit	
				($ / ft. / yr.)
Alabama	$ 3.35	$ 4.89		$ 0.23
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

① All rates in Kentucky are by tariff

② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, $6.90 rate remains in effect.

③ Tariff rate in Mississippi

④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely

⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right of Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III

Request to Self-Insure

Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	
Audited Financials (3 years required): *(Attach all information as required)*	
Interim Financials (most current 6 months): *(Attach all information as required)*	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

BellSouth Telecommunications, Inc.
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon the TRA's issuance of an Order pertaining to Performance Measurements in its proceeding expressly applicable to all CLECs generally, BellSouth shall implement in such Performance Measurements as of the date specified by the Authority.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Agreement Effective Date: <<effective_date>>	**Agreement Expiration Date: <<expiration_date>>**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
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	22		
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	25		
	26		
	27		
	28		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	29		
	30		
	31		
	32		
	33		
	34		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Svs	1		
	2		
	3		
	4		
	5		
	6		
	7		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	C.O.		
	TN		
	Rem Site		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Exhibit A		
6-Pre-Ordering, Ordering/ Provisioning/Maint/Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt			
9-Perf Measurement			
10-Agrmt Implementation Template			
11-Disaster Recovery			
12-BFR/NBR Process			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
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	10		
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	12		
	13		
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	22		
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	24		
	25		
	26		
	27		
	28		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	29		
	30		
	31		
	32		
	33		
	34		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	C.O.		
	TN		
	Rem Site		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
<<customer_name>>
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Exhibit A		
6-Pre-Ord/Ord/Prov/Maint/ Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt			
9-Perf Measurement			
10-Agmt Implementation Template			
11-Disaster Recovery Plan			
12-BFR/NBR Process			

Attachment 11

BellSouth Disaster Recovery Plan

CONTENTS

		PAGE
1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
	3.1 Site Control	3
	3.2 Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
	5.1 CLEC Outage	5
	5.2 BellSouth Outage	5
	5.2.1 Loss of Central Office	6
	5.2.2 Loss of a Central Office with Serving Wire Center Functions	6
	5.2.3 Loss of a Central Office with Tandem Functions	6
	5.2.4 Loss of a Facility Hub	6
	5.3 Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

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

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

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

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

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

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that <<customer_name>> is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or the Authority's requirements. <<customer_name>> also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.

2.0 Bona Fide Requests ("BFR") are to be used when <<customer_name>> makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when <<customer_name>> makes a request of BellSouth to provide a new or custom capability or function to meet <<customer_name>>'s business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between <<customer_name>> and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by <<customer_name>> and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a <<customer_name>>'s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to <<customer_name>>'s Account Executive.

4.0 <<customer_name>> may cancel a BFR or NBR at any time. If <<customer_name>> cancels the request more than three (3) business days after submitting it, <<customer_name>> shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If <<customer_name>> does not cancel a BFR or NBR, <<customer_name>> shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from <<customer_name>>, BellSouth shall respond to

<<customer_name>> by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why it is otherwise not required to be provided under the Act.

6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible and meets the necessary and impair standards of the Act, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.

7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, <<customer_name>> must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, <<customer_name>> may at that time utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.

8.0 Unless <<customer_name>> agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.

10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.