

Attachment 2
Exhibit C

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RATES
Unbundled Network Elements
SC

Attachment 2
Exhibit C
Rates - Page 89

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Month	Zone	BOS	USOC	Fee	RATES				OSS RATES					
								Nonrecuring		Nonrecuring		SVC Order Submitted per LHM	SVC Order Submitted Monthly per LHM	Nonrecuring Charge - Manual SVC Order vs. Electronic-Adt	Nonrecuring Charge - Manual SVC Order vs. Electronic-Adt	Nonrecuring Charge - Manual SVC Order vs. Electronic-Adt	Nonrecuring Charge - Manual SVC Order vs. Electronic-Adt
								Rate	Adt	Rate	Adt						
UNE PORT Loop Combination Rates	2-Wire VG LoopPort Combo - Zone 1			1			\$20.71										
	2-Wire VG LoopPort Combo - Zone 2			2			\$23.55										
	2-Wire VG LoopPort Combo - Zone 3			3			\$37.66										
	2-Wire VG LoopPort Combo - Zone 3			3			\$37.66										
UNE Loop Rates	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPBX	UEPLX	\$17.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPBX	UEPLX	\$23.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPBX	UEPLX	\$37.66										
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPBX	UEPLX	\$37.66										
2-Wire Voice Grade Line Port (Bus)	2-Wire voice unbundled port without Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
2-Wire Voice Grade Line Port (Bus)	2-Wire voice unbundled port without Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
	2-Wire voice unbundled port with Caller ID - Bus				UEPBX	UEPBL	\$3.69					\$3.50		\$43.19	\$9.91		
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPBX	LNPOX	\$0.35										
	Local Number Portability (1 per port)				UEPBX	LNPOX	\$0.35										
	Local Number Portability (1 per port)				UEPBX	LNPOX	\$0.35										
	Local Number Portability (1 per port)				UEPBX	LNPOX	\$0.35										
FEATURES	All Features Offered				UEPBX	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPBX	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPBX	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPBX	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
NONRECURRING CHARGES (NRC) - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch Basis				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch Basis				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch Basis				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch Basis				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
ADDITIONAL NRC	2-Wire Voice Grade Loop Line Port Combination - Subsequent Activity				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop Line Port Combination - Subsequent Activity				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop Line Port Combination - Subsequent Activity				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop Line Port Combination - Subsequent Activity				UEPBX	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
UNE PORT Loop Combination Rates	2-Wire VG LoopPort Combo - Zone 1			1			\$20.71										
	2-Wire VG LoopPort Combo - Zone 2			2			\$23.55										
	2-Wire VG LoopPort Combo - Zone 3			3			\$37.66										
	2-Wire VG LoopPort Combo - Zone 3			3			\$37.66										
2-Wire Voice Grade Loop (SL 1) - Zone 1	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPRG	UEPLX	\$17.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPRG	UEPLX	\$23.55										
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPRG	UEPLX	\$37.66										
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPRG	UEPLX	\$37.66										
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPRG	LNPOP	\$3.5										
	Local Number Portability (1 per port)				UEPRG	LNPOP	\$3.5										
	Local Number Portability (1 per port)				UEPRG	LNPOP	\$3.5										
	Local Number Portability (1 per port)				UEPRG	LNPOP	\$3.5										
FEATURES	All Features Offered				UEPRG	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPRG	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPRG	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
	All Features Offered				UEPRG	UEPVF	\$6.29		\$0.0		\$0.0			\$43.19	\$9.91		
NONRECURRING CHARGES (NRC) - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch Basis				UEPRG	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch Basis				UEPRG	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch Basis				UEPRG	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch Basis				UEPRG	USAC2	\$1.59	\$0.40				\$3.50		\$43.19	\$9.91		

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RATES
Unbundled Network Elements
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										RATES				OSS RATES					
CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	BOS	USOC	Rate	Nonrecuring		Nonrecuring		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
								Rate	Adt	Rate	Adt								
NONRECURRING CHARGES - CURRENTLY COMBINED	Exchange Ports - 2-Wire DID Port				UEPPX	UEPD1	\$8.83	\$239.14	\$37.56	\$120.05	\$7.54								
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port				UEPPX	USAC1		\$14.62	\$3.73				\$19.99						
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port				UEPPX	USAC1		\$14.62	\$3.73				\$19.99						
	Conversion with BellSouth Allowable Charges				UEPPX	USAC1		\$14.62	\$3.73				\$19.99						
ADDITIONAL NRCA	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk				UEPPX	USAS1		\$53.68					\$19.99						
	Telephone Number/Trunk Group Establishment Charges				UEPPX	NDT	\$0.0	\$0.00	\$0.00				\$19.99						
LOCAL NUMBER PORTABILITY	DID Trunk Termination (One Per Port)				UEPPX	NDZ	\$0.0	\$0.00	\$0.00				\$19.99						
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers				UEPPX	ND4	\$0.0	\$0.00	\$0.00				\$19.99						
	Additional DID Numbers for each Group of 20 DID Numbers				UEPPX	ND5	\$0.0	\$0.00	\$0.00				\$19.99						
	DID Numbers, Non-Consecutive DID Numbers, Per Number				UEPPX	ND6	\$0.00	\$0.00	\$0.00				\$19.99						
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT	2-Wire ISDN Digital Grade Loop - LNE Zone 1			1	UEPPB	USL2X	\$27.38	\$235.15	\$160.04	\$106.09	\$21.21		\$19.99						
	2-Wire ISDN Digital Grade Loop - LNE Zone 2			2	UEPPB	USL2X	\$37.05	\$235.15	\$160.14	\$106.09	\$21.21		\$19.99						
LNE Loop Rates	2-Wire ISDN Digital Grade Loop - LNE Zone 3			3	UEPPB	USL2X	\$44.09	\$235.15	\$160.04	\$106.09	\$21.21		\$19.99						
	Exchange Port - 2-Wire ISDN Line Side Port				UEPPB	UEPPB	\$11.20	\$145.86	\$106.21	\$95.79	\$21.52		\$19.99						
ADDITIONAL NRCA	2-Wire ISDN Digital Grade Loop - LNE Zone 1				UEPPB	USACB	\$0.0	\$77.18	\$54.15				\$19.99						
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port				UEPPB	USACB	\$0.0	\$77.18	\$54.15				\$19.99						
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPPB	LNPCX	\$0.35	\$0.00	\$0.00										
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port				UEPPB	LNPCX	\$0.35	\$0.00	\$0.00										
B-CARRIER AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)	CIS/CSD (DMS/ESS)				UEPPB	UUCD	\$0.00	\$0.00	\$0.00										
	CIS/CSD (DMS/ESS)				UEPPB	UUCD	\$0.00	\$0.00	\$0.00										
B-CARRIER AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, & TN)	CIS (EWSD)				UEPPB	UUCD	\$0.00	\$0.00	\$0.00										
	CIS (EWSD)				UEPPB	UUCD	\$0.00	\$0.00	\$0.00										

(continued)

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CATEGORY	NOTES	UNIT	Zone	RCS	USOC	Rate	RATES				OSS RATES					
							Nonrecuring	Disconnect	Reconnect	Advt	Advt	Advt	Advt	Advt	Advt	Advt
							Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
4-WIRE DST DIGITAL LOOP WITH 4-WIRE DDT'S TRUNK PORT	Fixed Each Including First Mile			UEPDP	1LW1A	\$35.7398										
	Each Adding-Fractional Additional Mile			UEPDP	1LW1B	\$0.7598	\$216.27	\$162.70	\$0.00							
UNE Loop Rates	4-Wire DST Digital Loop - UNE Zone 1		1	UEPDC	USLDC	\$113.59	\$505.05	\$315.77	\$89.60	\$23.46						
	4-Wire DST Digital Loop - UNE Zone 2		2	UEPDC	USLDC	\$194.29	\$505.05	\$315.77	\$89.60	\$23.46						
	4-Wire DST Digital Loop - UNE Zone 3		3	UEPDC	USLDC	\$327.36	\$505.05	\$315.77	\$89.60	\$23.46						
UNE Port Rate	4-Wire DDT's Digital Trunk Port			UEPDC	UDDT	\$73.62	\$404.94	\$191.80	\$145.50	\$4.93						
NONRECURRING CHARGES - CURRENTLY COMBINED	4-Wire DST Digital Loop / 4-Wire DDT's Trunk Port			UEPDC	USAC4		\$259.56	\$134.33								
	Contribution - Switch-as-is			UEPDC	USAWA		\$259.56	\$134.33								
	Contribution - Conversion with DST Changes			UEPDC	USAWB		\$259.56	\$134.33								
	Contribution - Conversion with Change - Trunk			UEPDC												
ADDITIONAL NCS	4-Wire DST Loop / 4-Wire DDT's Trunk Port - Subsequent			UEPDC	UDTB		\$29.01	\$29.01								
	Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTG		\$29.01	\$29.01								
	Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTD		\$29.01	\$29.01								
	Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTE		\$29.01	\$29.01								
BIPOLAR & ZERO SUBSTITUTION	4-Wire DST Loop / 4-Wire DDT's Trunk Port - Subsequent Chan			UEPDC	OCOSF		\$0.00	\$605.00								
	Activation / Chan - 2-Way DID w User Trans			UEPDC	OCOSF		\$0.00	\$605.00								
	8K25 - Superframe Format			UEPDC	OCOSF		\$0.00	\$605.00								
	8K25 - Extended Superframe Format			UEPDC	OCOSF		\$0.00	\$605.00								
Alternate Mark Inversion	AMI - Superframe Format			UEPDC	MOOSF		\$0.00	\$0.00								
	AMI - Extended Superframe Format			UEPDC	MOOSF		\$0.00	\$0.00								
Telephone Number/Trunk Group Establishment Charges	Telephone Number for 2-Way Trunk Group			UEPDC	UDTXX	\$0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTXX	\$0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTXX	\$0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	\$0.00	\$0.00	\$0.00								
Dedicated DST (Interoffice Channel Mileage) - FX/CO for 4-Wire DST Digital Loop with 4-Wire DDT's Trunk Port	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	\$94.98	\$216.27	\$162.70	\$0.00							
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	\$0.7598	\$0.00	\$0.00								
	Interoffice Channel Mileage - Fixed rate 8-25 miles (Facilities Termination)			UEPDC	1LNO2	\$0.0000	\$0.00	\$0.00								

一、	二、	三、	四、	五、	六、	七、	八、	九、	十、	十一、	十二、	十三、	十四、	十五、	十六、	十七、	十八、	十九、	二十、	二十一、	二十二、	二十三、	二十四、	二十五、	二十六、	二十七、	二十八、	二十九、	三十、	三十一、	三十二、	三十三、	三十四、	三十五、	三十六、	三十七、	三十八、	三十九、	四十、	四十一、	四十二、	四十三、	四十四、	四十五、	四十六、	四十七、	四十八、	四十九、	五十、	五十一、	五十二、	五十三、	五十四、	五十五、	五十六、	五十七、	五十八、	五十九、	六十、	六十一、	六十二、	六十三、	六十四、	六十五、	六十六、	六十七、	六十八、	六十九、	七十、	七十一、	七十二、	七十三、	七十四、	七十五、	七十六、	七十七、	七十八、	七十九、	八十、	八十一、	八十二、	八十三、	八十四、	八十五、	八十六、	八十七、	八十八、	八十九、	九十、	九十一、	九十二、	九十三、	九十四、	九十五、	九十六、	九十七、	九十八、	九十九、	一百、
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RATES
Unbundled Network Elements
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Billing	Zone	BCS	USOC	RATES										OSS RATES					
							Fee	Fees	Advt	Fees	Advt	Fees	Advt	SOMEC	SOMEN	SOMEN	SOMEN	SOMEN	SOMEN	SOMEN	SOMEN	SOMEN
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEPIX	\$1.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	\$8.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
		Feature Activations - Unbundled Loop Concentration																				
		Feature (Service) Activation for each Line Side Port			UEPPX	IPQWM	\$0.70	\$25.45	\$13.44	\$4.20	\$4.17				\$19.99							
		Feature (Service) Activation for each Trunk Side Port			UEPPX	IPQWU	\$0.70	\$78.31	\$18.46	\$59.37	\$11.60				\$19.99							
		Terminated in D4 Bank																				
		Telephone Number/ Group Establishment Charges for DID Service																				
		DID Trunk Termination (1 per Port)			UEPPX	NDT	\$0.00															
		Establish Trk. Gp and Provide 1st 20 DID Nos. (FL, GA, NC & SO)			UEPPX	NDZ	\$0.00	\$0.00	\$0.00						\$19.99							
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	\$0.00	\$0.00	\$0.00						\$19.99							
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	\$0.00	\$0.00	\$0.00						\$19.99							
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	\$0.00	\$0.00	\$0.00													
		Reserve DID Numbers			UEPPX	NDV	\$0.00	\$0.00	\$0.00													
		Local Number Portability																				
		Local Number Portability - 1 per port			UEPPX	LNPQP	\$3.15	\$0.00	\$0.00													
		FEATURES - Vertical and Optional																				
		Local Switching Features Offered with Line Side Ports Only			UEPPX	UEPVF	\$6.45	\$0.00	\$0.00						\$19.99							
		All Features Available																				

RATES
Unbundled Network Elements
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EROTIC
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	length	Zone	BCS	USOC	Res	RATES						OSS RATES					
								Nonrecursing		Nonrecursing		Soc Order Submitted Elec Per LSN	Soc Order Submitted Monthly per LSN	Incremental Charge - Manual Soc Order vs. Electronic-1st	Incremental Charge - Manual Soc Order vs. Electronic-Add'l	Incremental Charge - Manual Soc Order vs. Electronic-1st	Incremental Charge - Manual Soc Order vs. Electronic-Add'l		
								Peak	Advt	Disconnect	Peak	Advt							

Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of attaching its billing systems in order to accommodate this Geographically Deaveraged UNE Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, at applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_cled/docs/interconnection/deaveraged_zones.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.

UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)

Exchange Ports																			
NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																			
2-WIRE VOICE GRADE LINE PORT RATES (RES)																			
	Exchange Ports - 2-Wire Analog Line Port - Res.				UEPSR	UEPRL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.				UEPSR	UEPRC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.				UEPSR	UEPRG	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing				UEPSR	UEPRD	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res.				UEPSR	UEPAO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (ACT)				UEPSR	UEPAH	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling				UEPSR	UEPAK	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res (TZ)				UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling				UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res (TACER)				UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling				UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res (TACSR)				UEPSR	UEPAM	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling				UEPSR	UEPAM	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res (IME2X)				UEPSR	UEPAN	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling				UEPSR	UEPAN	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports with Caller ID - Res (ZMR)				UEPSR	UEPAO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)				UEPSR	UEPAP	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Subsequent Activity				UEPSR	USASC	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99						
FEATURES																			
	All Available Vertical Features				UEPSR	UEPVF	\$0.0	\$0.0	\$0.0			\$3.5		\$20.35	\$10.54	\$13.32	\$1.40		
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																			
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus				UEPSB	UEPBL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled Port with Caller ID - Bus				UEPSB	UEPBC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus				UEPSB	UEPBO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing				UEPSB	UEPAV	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus				UEPSB	UEPBI	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling				UEPSB	UEPAC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Port Economy Option - Bus (TACC1)				UEPSB	UEPAC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling				UEPSB	UEPAD	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Port Standard Option - Bus (TACC2)				UEPSB	UEPAD	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (BZF)				UEPSB	UEPAE	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40		
	Subsequent Activity				UEPSB	USASC	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99						

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RATES
Unbundled Network Elements
TN

Attachment 2
Exhibit C
Rates - Page 100

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Intrm	Zone	BCS	USOC	Res	RATES						OSS RATES					
								Nonrecuring			Nonrecuring			SOMC	SOMN	SOMN	SOMN	SOMN	SOMN
								Fixed	Adt	Fixed	Adt	Fixed	Adt						
2-Wire Voice Grade Line Port Rates (Res)	2-Wire voice unbundled port - residence				UEPRX	UEPRL	\$1.7												
	2-Wire voice unbundled port with Caller ID - res				UEPRX	UEPRC	\$1.7												
	2-Wire voice unbundled port outgoing only - res				UEPRX	UEPHO	\$1.7												
	2-Wire voice grade unbundled Tennessee extended local dialing				UEPRX	UEPAO	\$1.7												
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res				UEPRX	UEPAH	\$1.7												
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)				UEPRX	UEPAK	\$1.7												
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)				UEPRX	UEPAL	\$1.7												
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)				UEPRX	UEPAM	\$1.7												
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TMR2X)				UEPRX	UEPAN	\$1.7												
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)				UEPRX	UEPAO	\$1.7												
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - (LUM)	2-Wire voice unbundled res, low usage line port with Caller ID (LUM)				UEPRX	UEPAP	\$1.7												
FEATURES	All Features Offered				UEPRX	UEPVF	\$0.00	\$0.0	\$0.0					\$3.5			\$30.89	\$7.03	
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPRX	LNPCX	\$0.35												
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-base				UEPRX	USAC2		\$1.03	\$0.29								\$30.89	\$7.03	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charging				UEPRX	USACC		\$1.03	\$0.29								\$30.89	\$7.03	
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update							\$0.76									\$7.97		
ADDITIONAL NRCS	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				UEPRX	USAS2	\$0.0	\$0.0	\$0.0					\$3.5	\$19.99				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																			
UNE Port/Loop Combination Rates	2-Wire VG Loop/Port Combo - Zone 1		1		UEPRX	UEPLX	\$14.18												
	2-Wire VG Loop/Port Combo - Zone 2		2		UEPRX	UEPLX	\$18.01												
	2-Wire VG Loop/Port Combo - Zone 3		3		UEPRX	UEPLX	\$23.02												
UNE Loop Rates	2-Wire Voice Grade Loop (SL1) - Zone 1		1		UEPRX	UEPLX	\$12.48												
	2-Wire Voice Grade Loop (SL1) - Zone 2		2		UEPRX	UEPLX	\$16.31												
	2-Wire Voice Grade Loop (SL1) - Zone 3		3		UEPRX	UEPLX	\$21.32												
2-Wire Voice Grade Line Port (Bus)	2-Wire voice unbundled port without Caller ID - bus				UEPRX	UEPBL	\$1.7												
	2-Wire voice unbundled port with Caller + E464 ID - bus				UEPRX	UEPBC	\$1.7												
	2-Wire voice unbundled port outgoing only - bus				UEPRX	UEPBO	\$1.7												
	2-Wire voice grade unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												
	2-Wire voice unbundled Tennessee extended local dialing				UEPRX	UEPBO	\$1.7												

RATES
Unbundled Network Elements
TN

Attachment 2
Exhibit C
Rate - Page 101

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	BOS	USOC	Rate	RATES						OSS RATES					
								Nonrecursing		Nonrecursing		Soc Order Submitted per LSN	Soc Order Submitted Monthly per LSN	Incremental Charge - Manual Soc Order vs. Electronic-Adst	Incremental Charge - Manual Soc Order vs. Electronic-Adst	Incremental Charge - Manual Soc Order vs. Electronic-Adst	Incremental Charge - Manual Soc Order vs. Electronic-Adst	Incremental Charge - Manual Soc Order vs. Electronic-Adst	Incremental Charge - Manual Soc Order vs. Electronic-Adst
								Fixed	Adst	Fixed	Adst								
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	\$1.7							\$30.89	\$7.03				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	\$1.7							\$30.89	\$7.03				
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	\$1.7							\$30.89	\$7.03				
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPBX	LNPCX	\$0.35												
		FEATURES																	
		All Features Offered			UEPBX	UEPVF	\$0.00	\$0.0	\$0.0					\$30.89	\$7.03				
		NONRECURRING CHARGES (NRCA) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		\$1.03	\$0.29					\$30.89	\$7.03				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		\$1.03	\$0.29					\$30.89	\$7.03				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$0.76						\$7.97					
		ADDITIONAL NRCA																	
		2-Wire Voice Grade Loop Line Port Combination - Subsequent Activity			UEPBX	USAS2						\$3.5		\$30.89	\$7.03				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																	
		UNE Port Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1			\$14.18												
		2-Wire VG Loop/Port Combo - Zone 2		2			\$18.01												
		2-Wire VG Loop/Port Combo - Zone 3		3			\$23.02												
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	\$12.48												
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	\$16.31												
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	\$21.32												
		2-Wire Voice Grade Line Port Rates (RES - PBX)																	
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	\$1.7							\$30.89	\$7.03				
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRG	LNPCP	\$3.5												
		FEATURES																	
		All Features Offered			UEPRG	UEPVF	\$0.0	\$0.0	\$0.0					\$30.89	\$7.03				
		NONRECURRING CHARGES (NRCA) - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch-as-is			UEPRG	USAC2		\$1.03	\$0.29					\$30.89	\$7.03				
		2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		\$1.03	\$0.29					\$30.89	\$7.03				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						\$0.76						\$7.97					
		ADDITIONAL NRCA																	
		2-Wire Voice Grade Loop Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	\$0.0	\$0.0	\$0.0			\$3.5	\$19.99						
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)						\$14.64	\$14.64			\$3.5	\$19.99						

RATES
Unbundled Network Elements
TN

Attachment 2
FDH/C
Rates - Page 102

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Month	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecuring		Nonrecuring		Soc Order Subsequent Line per LSR	Soc Order Subsequent Monthly per LSR	Incremental Change - Manual Order vs. Electronic	Incremental Change - Manual Order vs. Electronic Add'l	Incremental Change - Manual Order vs. Electronic 1st	Incremental Change - Manual Order vs. Electronic Add'l
								Flat	Add'l	Flat	Add'l						
UNE Port Loop Combination Rates	2-Wire VG Loop/Port Combo - Zone 1			1			\$14.18										
	2-Wire VG Loop/Port Combo - Zone 2			2			\$18.01										
	2-Wire VG Loop/Port Combo - Zone 3			3			\$23.02										
UNE Loop Rates	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPLX	\$12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPLX	\$16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPLX	\$21.32										
2-Wire Voice Grade Line Port Rates (BUS - PBX)	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPX	UEPPC	\$1.7										
	Line Side Unbundled Outward PBX Trunk Port - Bus				UEPPX	UEPPO	\$1.7										
	2-Wire Voice Unbundled Incoming PBX Trunk Port - Bus				UEPPX	UEPPI	\$1.7										
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPPX	UEPLD	\$1.70										
	Calling Port				UEPPX	UEPT2	\$1.7										
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port				UEPPX	UEPTO	\$1.70										
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port				UEPPX	UEPXA	\$1.7										
	2-Wire Voice Unbundled PBX To 1 Terminal Hotel Ports				UEPPX	UEPXB	\$1.7										
	2-Wire Voice Unbundled PBX LD DDD Terminal Switchboard Port				UEPPX	UEPXC	\$1.7										
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPPX	UEPXD	\$1.7										
	California Port				UEPPX	UEPXE	\$1.7										
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy	Administrative Calling Port				UEPPX	UEPXL	\$1.7										
	Room Calling Port				UEPPX	UEPXM	\$1.7										
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy				UEPPX	UEPXM	\$1.7										
	Administrative Calling Port TN Calling Port				UEPPX	UEPXN	\$1.7										
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital				UEPPX	UEPXO	\$1.7										
	Discount Room Calling Port				UEPPX	UEPXS	\$1.7										
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPPX	UEPXU	\$1.7										
	2-Wire Voice Unbundled PBX Colville and Memphis Calling Port				UEPPX	UEPXY	\$1.7										
	2-Wire Voice Unbundled 2-Way PBX Tennessee Flagpole Serv				UEPPX	UEPXY	\$1.7										
	Calling Port				UEPPX	UEPXY	\$1.7										
	Local Number Portability				UEPPX	LNPCP	\$3.15										
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPPX	LNPCP	\$3.15										
	AI Features Offered				UEPPX	UEPVF	\$0.00										
	Nonrecuring Charges (NRCs) - CURRENTLY COMBINED				UEPPX	USAC2	\$1.03										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED	2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPPX	USAC2	\$1.03										
	2-Wire Voice Grade Loop Line Port Combination (PBX) - Conversion - Switch with Change				UEPPX	USAC2	\$1.03										
	2-Wire Voice Grade Loop Line Port Combination - Conversion - Subsequent Database Update				UEPPX	USAC2	\$1.03										
ADDITIONAL NRCs	2-Wire Voice Grade Loop Line Port Combination (PBX) - Subsequent Activity				UEPPX	USAS2	\$0.0										
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group				UEPPX	USAS2	\$0.0										
					UEPPX	USAS2	\$0.0										

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	SCS	USOC	NDV	Rate	RATES				OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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RATES
Unbundled Network Elements
TN

Attachment 2
Exhibit C
Rates - Page 105

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	SOS	USOC	Rate	RATES						OSS RATES					
								Nonrecuring		Nonrecuring		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								Fixed	Adt	Fixed	Adt								
UNE Port Loop Combination Rates	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1			1	UEPPP		\$132.59												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2			2	UEPPP		\$150.25												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3			3	UEPPP		\$173.44												
	4W DS1 Digital Loop - UNE Zone 1			1	UEPPP	USLP	\$57.73	\$313.08	\$219.72	\$96.86	\$40.45	\$19.99							
NONRECURRING CHARGES - CURRENTLY COMBINED	4W DS1 Digital Loop - UNE Zone 2			2	UEPPP	USLP	\$75.40	\$313.08	\$219.72	\$96.86	\$40.45	\$19.99							
	4W DS1 Digital Loop - UNE Zone 3			3	UEPPP	USLP	\$96.59	\$313.08	\$219.72	\$96.86	\$40.45	\$19.99							
	Exchange Ports - 4-Wire ISDN DS1 Port				UEPPP	UEPPP	\$74.85	\$148.66	\$147.18	\$38.46	\$38.98	\$19.99							
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Contribution - Conversion - Switch-as-is				UEPPP	USACP	\$0.00	\$328.53	\$328.53			\$19.99							
ADDITIONAL NRCS	4-Wire DS1 Loop/4-W ISDN Digit Trk Port - Subseqd Actv-																		
	Imagined two way telcos within Std Allowance				UEPPP	PR7TF		\$0.9400					\$19.99						
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)				UEPPP	PR7TO		\$22.36	\$22.36				\$19.99						
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Imaged Tel Nos Above Std Allowance				UEPPP	PR7ZT		\$44.71	\$44.70				\$19.99						
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)				UEPPP	LNPCN	\$1.75												
	Interface (Provisioning Only)																		
	Voice Data				UEPPP	PR7IV	\$0.00	\$0.00	\$0.00										
	Imaged Data				UEPPP	PR7IE	\$0.00	\$0.00	\$0.00										
New or Additional 1B Channel	New or Additional - Voice/Data B Channel				UEPPP	PR7BV	\$0.00	\$28.39											
	New or Additional - Digital Data B Channel				UEPPP	PR7BF	\$0.00	\$29.11					\$19.99						
	New or Additional Imaged Data B Channel				UEPPP	PR7BD	\$0.00	\$28.39					\$19.99						
	New or Additional Usage Sensitive Voice Data B Channel				UEPPP	PR7BS	\$0.00	\$28.39					\$19.99						
CALL TYPES	New or Additional Usage Sensitive Digital Data B Channel				UEPPP	PR7BU	\$0.00	\$28.39					\$19.99						
	Imaged				UEPPP	PR7C1	\$0.00	\$0.00	\$0.00										
	Outward				UEPPP	PR7C0	\$0.00	\$0.00	\$0.00										
	Two-way				UEPPP	PR7C2	\$0.00	\$0.00	\$0.00										
Interface Channel Mileage	Fixed Each Including First Mile				UEPPP	1LNTA	\$76.1825	\$145.98	\$109.65	\$19.55			\$19.99						
	Each Airline-Fractional Additional Mile				UEPPP	1LNTB	\$0.3525												
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDTS TRUNK PORT																			
UNE Port Loop Combination Rates	4W DS1 Digital Loop/4W DDTS Trunk Port - UNE Zone 1			1	UEPDC		\$93.28												
	4W DS1 Digital Loop/4W DDTS Trunk Port - UNE Zone 2			2	UEPDC		\$10.95						\$19.99						
	4W DS1 Digital Loop/4W DDTS Trunk Port - UNE Zone 3			3	UEPDC		\$194.14						\$19.99						
4-Wire DS1 Digital Loop - UNE Zone 1				1	UEPDC	USLDC	\$67.53	\$313.08	\$219.72	\$96.86	\$40.45		\$19.99						
	4-Wire DS1 Digital Loop - UNE Zone 2			2	UEPDC	USLDC	\$75.40	\$313.08	\$219.72	\$96.86	\$40.45		\$19.99						

RATES
Unbundled Network Elements
TN

Attachment 2
EXHIBIT C
Rates - Page 105

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Index	Zone	BOS	USOC	Rate	RATES				OSS RATES					
								Nonrecurrent		Nonrecurrent		One Order Setup Fee per LSR	One Order Shutdown Fee per LSR	Incremental Change - Manual Electronic-15	Incremental Change - Manual Electronic-45/1	Incremental Change - Manual Electronic-15 per LSR	Incremental Change - Manual Electronic-45/1 per LSR
								Fixed	Advt	Fixed	Advt						
	4-Wire DS1 Digital Loop - LINE Zone 3			3	UEPDC	USLOC	\$68.59	\$312.08	\$219.72	\$96.86	\$40.45		\$19.99				
	4-Wire DDTIS Digital Trunk Port				UEPDC	UDDTT	\$35.55	\$75.93	\$38.15				\$19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Switch-Base				UEPDC	USAC4		\$312.91	\$312.91				\$19.99				
	4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Conversion with DS1 Changes				UEPDC	USAWA		\$312.91	\$312.91				\$19.99				
	4-Wire DS1 Digital Loop / 4-Wire DDTIS Trunk Port Combination - Conversion with Change - Trunk				UEPDC	USAWB		\$312.91	\$312.91				\$19.99				
ADDITIONAL NRCS																	
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Service Activity Per Service Order				UEPDC	USAS4		\$94.88	\$94.88								
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Wire Trunk				UEPDC	UDTTA		\$108.67	\$108.67				\$19.99				
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Channel Activation/Chan - 1-Wire Outward Trunk				UEPDC	UDTTB		\$108.67	\$108.67				\$19.99				
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Channel Activation/Chan Inward Trunk w/out DID				UEPDC	UDTTG		\$108.67	\$108.67				\$19.99				
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk with DID				UEPDC	UDTTD		\$108.67	\$108.67								
	4-Wire DS1 Loop / 4-Wire DDTIS Trunk Port - Subsequent Chan Activation/Chan - 2-Wire DID w User Trunk				UEPDC	UDTTE		\$108.67	\$108.67				\$19.99				
BIPOLAR & ZERO SUBSTITUTION																	
	BSGS - Superframe Format				UEPDC	CCOSF		\$0.0	\$590.00				\$19.99				
	BSGS - Extended Superframe Format				UEPDC	CCOEF		\$0.0	\$590.00				\$19.99				
Alternate Mark Inversion																	
	AMI - Superframe Format				UEPDC	MCOSF		\$0.00	\$0.00								
	AMI - Extended Superframe Format				UEPDC	MCOFO		\$0.00	\$0.00								
Telephone Number/Trunk Group Establishment Charges																	
	Telephone Number for 2-Wire Trunk Group				UEPDC	UDTGX	\$0.00										
	Telephone Number for 1-Wire Outward Trunk Group				UEPDC	UDTGY	\$0.00						\$19.99				
	Telephone Number for 1-Wire Inward Trunk Group without DID				UEPDC	UDTGZ	\$0.00						\$19.99				
	DID Numbers for each group of 20 DID Numbers				UEPDC	ND4	\$0.00						\$19.99				
	DID Numbers, Not consecutive DID Numbers, Per Number				UEPDC	ND5	\$0.00						\$19.99				
	Reserve Non-Consecutive DID Nos.				UEPDC	ND6	\$0.00						\$19.99				
	Reserve DID Numbers				UEPDC	NDV	\$0.00						\$19.99				
Dedicated DS1 (Interoffice Channel Mileage) - FY/SCO for 4-Wire DS1 Digital Loop with 4-Wire DDTIS Trunk Port																	
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)				UEPDC	1LNO1	\$75.83	\$145.98	\$109.85	\$19.66	\$14.99		\$19.99				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles				UEPDC	1LNOA	\$0.3525	\$0.00	\$0.00				\$19.99				
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)				UEPDC	1LNO2	\$0.0000	\$0.0	\$0.0								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles				UEPDC	1LNOB	\$0.3525	\$0.00	\$0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)				UEPDC	1LNO3	\$0.00	\$0.00	\$0.00	\$0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles				UEPDC	1LNO4	\$0.3525	\$0.00	\$0.00								
	Local Number Portability, per DS0 Activated				UEPDC	LNPDP	\$3.15	\$0.00	\$0.00								
	Central Office Terminating Point				UEPDC	CTG	\$0.00	\$0.00	\$0.00								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Market	Zone	BCS	USOC	Fee	RATES				OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations Each System can have up to 24 combinations of rates depending on type and number of ports used																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

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ATTACHMENT 3
NETWORK INTERCONNECTION

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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 (intraLATA toll and switched 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 Ciera Network Systems, Inc..

- 2.1.9 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and it's the IP's Serving Wire Center.

- 2.1.10 **Local Traffic** is as defined in Section 5 of this Attachment.
- 2.1.11 **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.
- 2.1.12 **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.
- 2.1.13 **Transit Traffic** is traffic originating on Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s network.

3. **NETWORK INTERCONNECTION**

- 3.1 This Attachment pertains only to the provision of network interconnection where Ciera Network Systems, Inc. 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 which is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate the IP 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 A to this Attachment.

- 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 A to this Attachment.

3.4 **Fiber Meet**

- 3.4.1 If Ciera Network Systems, Inc. elects to interconnect with BellSouth pursuant to a Fiber Meet, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., BellSouth shall allow Ciera Network Systems, Inc. access to the fusion splice point for the Fiber Meet point for maintenance purposes on Ciera Network Systems, Inc.'s side of the Fiber Meet point.

- 3.4.5 Neither Party shall charge the other for it's 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 Ciera Network Systems, Inc. shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Ciera Network Systems, Inc. shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Ciera Network Systems, Inc.'s originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Ciera Network Systems, Inc. desires to deliver Local Traffic and/or Transit Traffic BellSouth access tandems within the LATA, other than the tandems(s) to which Ciera Network Systems, Inc. has established interconnection trunk groups, Ciera Network Systems, Inc. shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Ciera Network Systems, Inc. shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Ciera Network Systems, Inc. has homed (i.e. assigned) its NPA/NXXs. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s NXX access tandem homing arrangement as specified by Ciera Network Systems, Inc. in the LERG.
- 4.4 Any Ciera Network Systems, Inc. interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Ciera Network Systems, Inc. from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate 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 . Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 . Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc.'s originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Ciera Network Systems, Inc. and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Ciera Network Systems, Inc. and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Ciera Network Systems, Inc. desires to exchange traffic. This trunk group also carries Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. 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 Ciera Network Systems, Inc.-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for Ciera Network Systems, Inc. end-users. A two-way trunk group provides Intratandem Access for Ciera Network Systems, Inc.'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Ciera Network Systems, Inc. and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Ciera Network Systems, Inc. desires to exchange traffic. This trunk group also carries Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. 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 Ciera Network

Systems, Inc. and BellSouth. In addition, a separate two-way transit trunk group must be established for Ciera Network Systems, Inc.'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Ciera Network Systems, Inc. and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Ciera Network Systems, Inc. desires to exchange traffic. This trunk group also carries Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. 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 Ciera Network Systems, Inc.'s Transit Traffic are exchanged on a single two-way trunk group between Ciera Network Systems, Inc. and BellSouth to provide Intratandem Access to Ciera Network Systems, Inc.. This trunk group carries Transit Traffic between Ciera Network Systems, Inc. and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Ciera Network Systems, Inc. desires to exchange traffic. This trunk group also carries Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. 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 Ciera Network Systems, Inc. does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Ciera Network Systems, Inc. may utilize BellSouth multiple tandem access interconnection (MTA). To utilize MTA Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s originated Local Traffic for LATA wide transport and termination. Ciera Network Systems, Inc. must also establish an

interconnection trunk group(s) at all BellSouth access tandems where Ciera Network Systems, Inc. NXXs are homed as described in Section 4.2.1 above. If Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Ciera Network Systems, Inc.'s Local Traffic to end-users served through those BellSouth access tandems where Ciera Network Systems, Inc. does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.3.2 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will be delivered to and from IXCs based on Ciera Network Systems, Inc.'s NXX access tandem homing arrangement as specified by Ciera Network Systems, Inc. in the LERG.

4.10.3.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.3.4 To the extent Ciera Network Systems, Inc. does not purchase MTA in a LATA served by multiple access tandems, Ciera Network Systems, Inc. must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Ciera Network Systems, Inc. routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Ciera Network Systems, Inc.-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, Ciera Network Systems, Inc. must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local

tandems. Additionally, Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. does not choose to establish an interconnection trunk group(s). It is Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s codes. Likewise, Ciera Network Systems, Inc. shall obtain its routing information from the LERG.

4.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Ciera Network Systems, Inc. must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. chooses BellSouth to handle Toll Free database queries from its switches, all Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. may handle its own Toll Free database queries from its switch. If so, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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, Ciera Network Systems,

Inc. will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Ciera Network Systems, Inc. is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend 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 Ciera Network Systems, Inc. will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of Ciera Network Systems, Inc.'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, Ciera Network Systems, Inc.-to-BellSouth one-way trunks ("Ciera Network Systems, Inc. Trunks"), BellSouth-to-Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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.
- 5.8 **Trunk Utilization**
- 5.8.1 BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. BellSouth may request Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall comply with all such requests, subject

to Section 3.8.1.1 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. interface. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. The due date of these orders will be four weeks after Ciera Network Systems, Inc. was first notified in writing of the underutilization of the trunk groups.

5.8.1.2 Ciera Network Systems, Inc. monitors all direct trunks from Ciera Network Systems, Inc. to BellSouth. If Ciera Network Systems, Inc. wishes to disconnect any such trunks, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, 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.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) 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.
- 7.1.3 Neither Party shall pay compensation to the other Party for the transportation and termination of Local Traffic or ISP-bound Traffic.
- 7.1.4 The elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.9 and 7.9.1 below.
- 7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of payment of reciprocal compensation.
- 7.1.6 If Ciera Network Systems, Inc. assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to Ciera Network Systems, Inc. shall be due therefor. Further, Ciera Network Systems, Inc. agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Ciera Network Systems, Inc. at BellSouth's switched access tariff rates.
- 7.2 If Ciera Network Systems, Inc. does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **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.

7.4 **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.

7.5 **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 Ciera Network Systems, Inc.. 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.

7.6 **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 Ciera Network Systems, Inc. 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 auditors 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.

7.7 Compensation for 8XX Traffic

7.7.1 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.

7.7.2 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.

7.7.3 8XX Access Screening. BellSouth's provision of 8XX TFD to Ciera Network Systems, Inc. requires interconnection from Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Ciera Network Systems, Inc. desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

7.8 Mutual Provision of Switched Access Service

7.8.1 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.

7.8.2 If the BellSouth end user chooses Ciera Network Systems, Inc. as their presubscribed interexchange carrier, or if the BellSouth end user uses Ciera

Network Systems, Inc. as an interexchange carrier on a 101XXXX basis, BellSouth will charge Ciera Network Systems, Inc. the appropriate BellSouth tariff charges for originating switched access services

- 7.8.3 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.
- 7.8.4 When Ciera Network Systems, Inc.'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.
- 7.8.5 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.
- 7.8.6 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.

- 7.8.7 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.
- 7.8.8 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 7.8.9 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 7.8.10 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.
- 7.8.11 Ciera Network Systems, Inc. agrees not to deliver switched access traffic to BellSouth for termination except over Ciera Network Systems, Inc. ordered switched access trunks and facilities.
- 7.9 **Transit Traffic**
- 7.9.1 BellSouth shall provide tandem switching and transport services for Ciera Network Systems, Inc.'s Transit Traffic. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Ciera Network Systems, Inc.'s end office is subtending the BellSouth Access Tandem for switched access traffic to and from Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Ciera Network Systems, Inc. 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.
- 7.9.2 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

- 7.9.3 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. Ciera Network Systems, Inc. agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of Ciera Network Systems, Inc.. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. will pay, the total non-recurring and recurring charges for the NNI port. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Ciera Network Systems, Inc. Frame Relay switch, BellSouth will invoice, and Ciera Network Systems, Inc. will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Ciera Network Systems, Inc. Frame Relay switches. If the VC is a Local VC, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Ciera Network Systems, Inc. subscriber's PVC segment and a PVC segment from the Ciera Network Systems, Inc. Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Ciera Network Systems, Inc. will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Ciera Network Systems, Inc. Frame Relay switches. If the VC is a Local VC, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. requests a change, BellSouth will invoice and Ciera Network Systems, Inc. will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Ciera Network Systems, Inc. will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

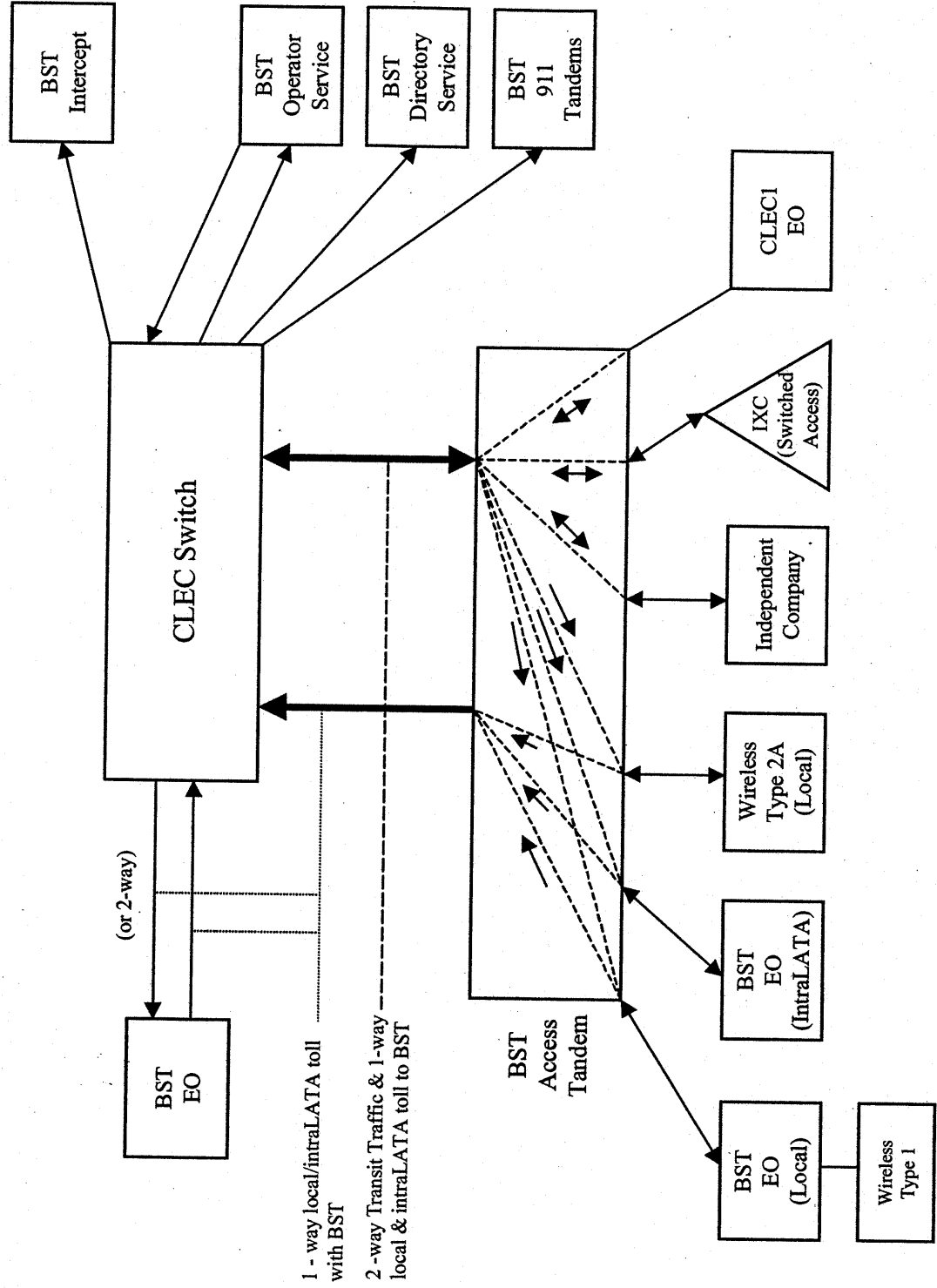
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's 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 Ciera Network Systems, Inc. will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 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 6 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 No., for Access Service Records.

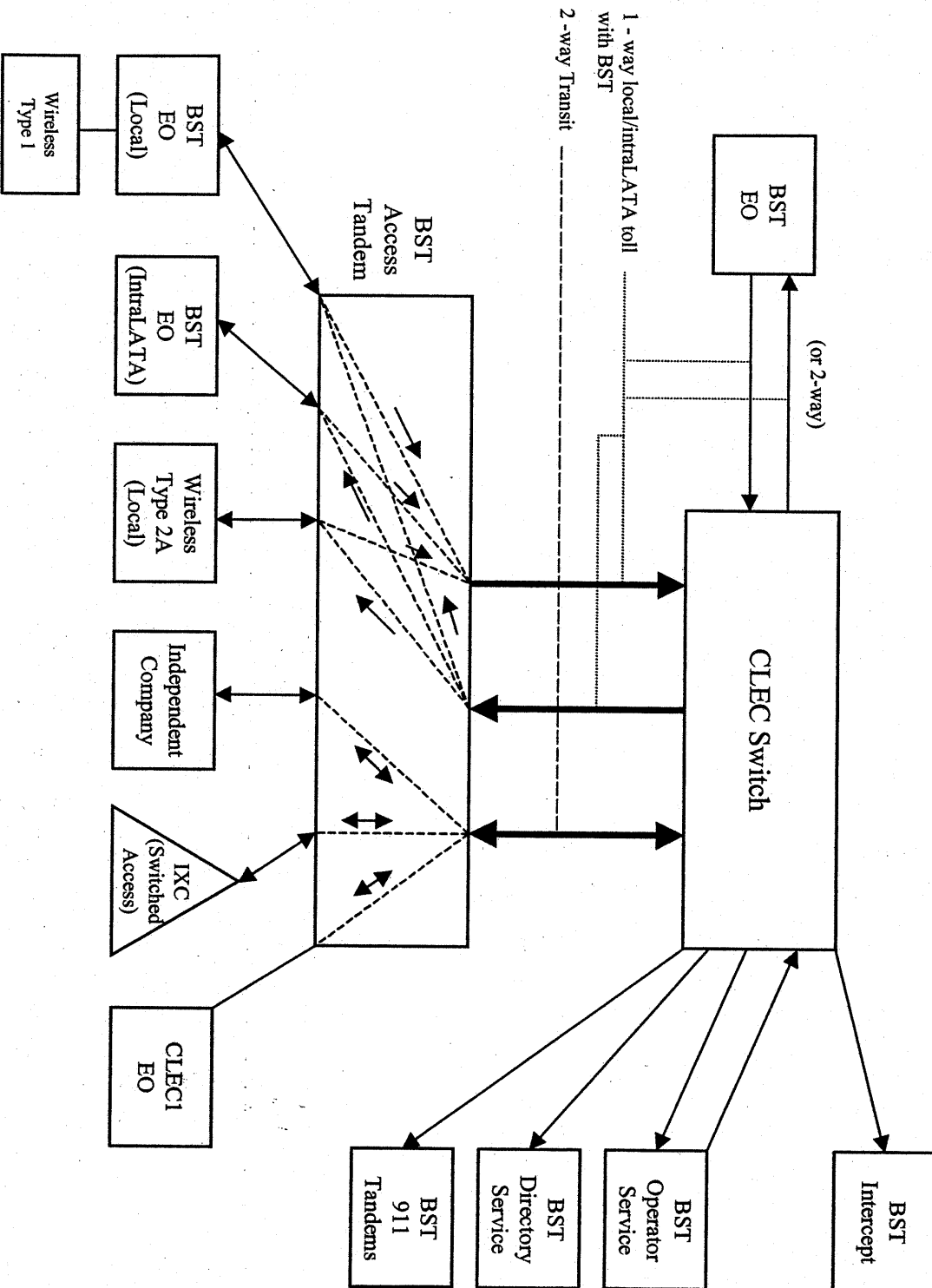
Exhibit B

Basic Architecture



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

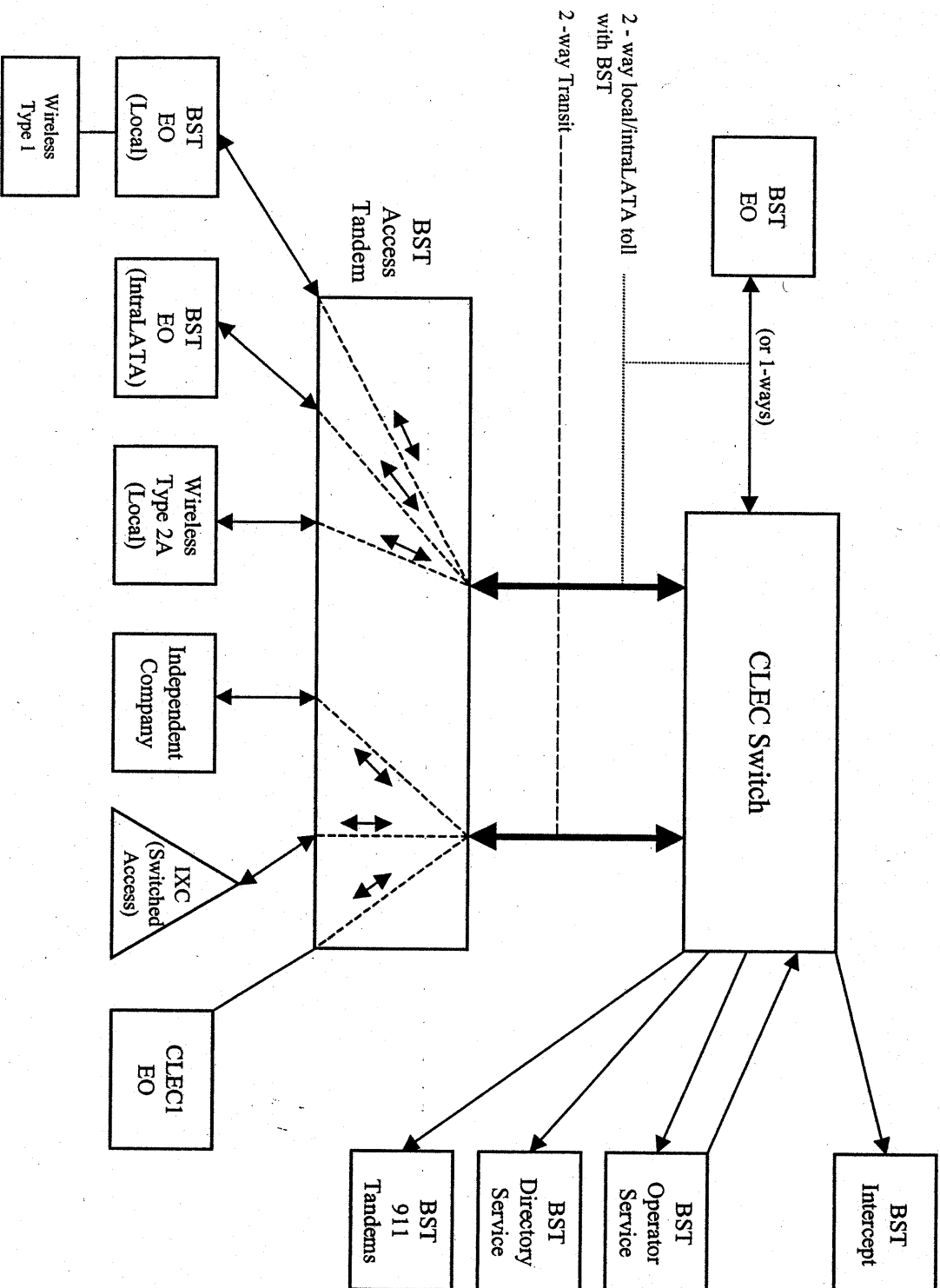
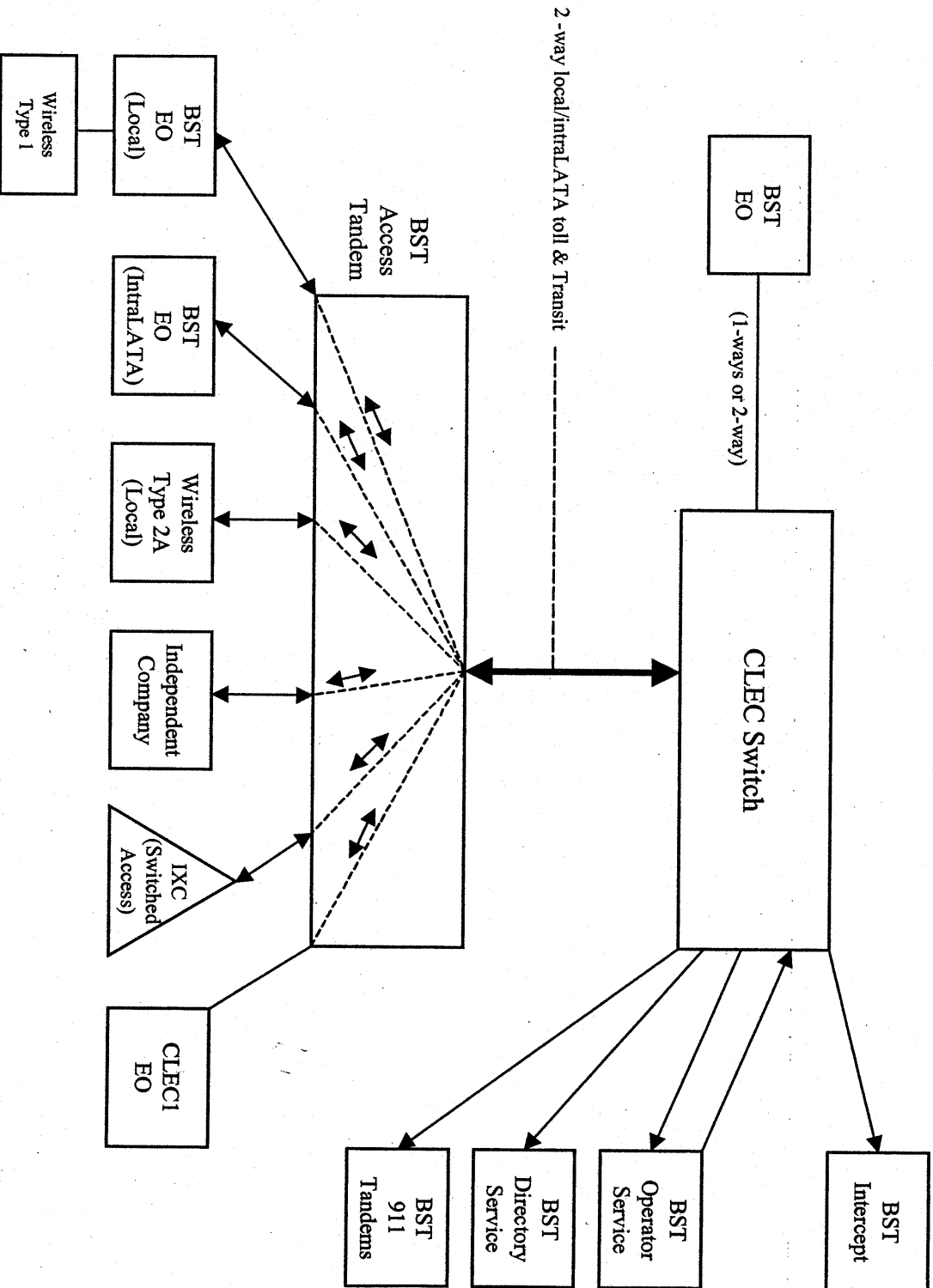


Exhibit E

Supergroup Architecture



BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION
Alabama

Attachment 3
Exhibit A
Rates - Page 1

							RATES				OSS RATES						
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interm	Zone	RCS	USOC	Reg	Nonrecalling		Nonrecalling		Snc Order Submitted Elec Monthly per LST SOMEC	Snc Order Submitted Elec Monthly per LST SOMAN	Incremental Charge - Manual Snc Order vs. Electronic-DS1 SOMAN	Incremental Charge - Manual Snc Order vs. Electronic-DS3 SOMAN	Incremental Charge - Manual Snc Order vs. Electronic-DS1 SOMAN	Incremental Charge - Manual Snc Order vs. Electronic-DS3 SOMAN
								Flat	Adst	Flat	Adst						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
END OFFICE SWITCHING																	
		End Office Switching Function, Per MOU			OHD		\$0.0009900										
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		\$0.0005692										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0005692										
		Tandem Intermediate Charge, per MOU*			OHD		\$0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
		Installation Truck Side Service - per DS0			OHD	TTP++		\$333.69	\$56.91								
		Dedicated End Office Truck Port Service-per DS0**			OHD	TDEOP	\$0.00										
		Dedicated End Office Truck Port Service-per DS1**			OHI	TDEIP	\$0.00										
		Dedicated Tandem Truck Port Service-per DS0**			OHD	TDWOP	\$0.00										
		Dedicated Tandem Truck Port Service-per DS1**			OHIWS	TDWIP	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		\$0.0000026										
		Common Transport - Facilities Termination Per MOU			OHD		\$0.0003695										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL OHIWS	1LSNF	\$0.0101										
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL OHIWS	1LSNF	\$24.15	\$91.07	\$54.82	\$33.47	\$13.79						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56Kbps																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM OHIWS	1LSNK	\$0.0101										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM OHIWS	1LSNK	\$17.28	\$114.54									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 64 kbps																	
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM OHIWS	1LSNK	\$0.0101										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM OHIWS	1LSNK	\$17.28	\$114.54	\$0.00	\$0.00	\$0.00						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Transport - DS1 - Per Mile per month			OHI OHIWS	1LSNL	\$0.2067										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OHI OHIWS	1LSNL	\$68.75	\$211.32									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OHS OHSMS	1LSNM	\$4.67										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OHS OHSMS	1LSNM	\$804.02	\$677.87									
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$15.9	\$459.47									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$17.06	\$461.28									
		Local Channel - Dedicated - DS1 per month			OHL	TEFV3	\$41.32	\$399.32									

Attachment 3
Exhibit A
Rates - Page 2

inures. If no rate is identified in the contract, the rate for the specific service or jurisdiction will be as set forth in applicable Benchmark tariff or as negotiated by the Parties upon request by either Party.

**BELLSOUTH / CLEC - 1 RATES
LOCAL INTERCONNECTION
Florida**

Attachment 3
Exhibit A
Rates - Page 3

										RATES				OSS RATES					
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								First	Add'l	First	Add'l								
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
END OFFICE SWITCHING		End Office Switching Function, Per MOU			OHD		\$0.0010739												
TANDEM SWITCHING		Tandem Switching Function Per MOU			OHD		\$0.0006948												
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		\$0.0006948												
TRUNK CHARGE																			
Installation Trunk Side Service - per DSO					OHD	TPP++		\$336.43	\$57.38										
Dedicated End Office Trunk Port Service-per DSO**					OHD	TDEOP	\$0.00												
Dedicated End Office Trunk Port Service-per DS1**					OHI	TDEIP	\$0.00												
Dedicated Tandem Trunk Port Service-per DSO*					OHD	TDWOP	\$0.00												
Dedicated Tandem Trunk Port Service-per DS1**					OHTMS	TDWIP	\$0.00												
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
LOCAL INTERCONNECTION (TRANSPORT)																			
COMMON TRANSPORT (Shared)																			
Common Transport - Per Mile, Per MOU					OHD		\$0.000004												
Common Transport - Facilities Termination Per MOU					OHD		\$0.0005												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month					OHL	OHI1N 1LSNF													
Interoffice Channel - Dedicated Transport-2-Wire Voice Grade - Facility Termination per month					OHL	OHI1N 1LSNF	\$26.52	\$81.09	\$54.83	\$31.01	\$12.78								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																			
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month					OHM	OHI1M 1LSNK	\$0.0098												
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month					OHM	OHI1M 1LSNK	\$19.31	\$112.12											
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month					OHM	OHI1M 1LSNK	\$0.0098												
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month					OHM	OHI1M 1LSNK	\$19.31	\$112.12											
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																			
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month					OHI	OHI1N 1LSNL	\$0.2												
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month					OHI	OHI1N 1LSNL	\$92.62	\$208.89											
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																			

**BELLSOUTH / CLEC - I RATES
LOCAL INTERCONNECTION
Florida**

Attachment 3
Exhibit A
Rates - Page 4

CATEGORY	NOTES	Interim	Zone	BCS	USOC	Rtg	RATES				OSS RATES					
							Nonrecurring		Nonrecurring		Svc Order Submitted Etc per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l	First	Add'l						
	LOCAL INTERCONNECTION															
	Interface Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M TL5NM		\$4.17										
	Interface Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M TL5NM		\$1,121.93	\$669.25									
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice			OHL	TEFV2	\$29.33	\$454.27									
	Local Channel - Dedicated - 4-Wire Voice			OHL	TEFV4	\$30.5	\$455.99									
	Local Channel - Dedicated - DS1 per month			OHL	TEFH3	\$30.5	\$396.21									
	Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$568.2	\$1,124.83									
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHJ	\$0.00	\$0.00	\$0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
	MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System			OHL	OH1N SATN1	\$153.6	\$182.14	\$125.18	\$19.52	\$18.14						
	DS3 to DS1 Channel System per month			OH3MS	SATNS	\$220.97	\$356.4	\$188,000	\$61.61	\$58.98						
	DS3 Interface Unit (DS1 COCI) per month			OHL	SATCO	\$14.40	\$13.16	\$9.43								
Notes: If no rate is identified in the contract, 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.																

BELLSOUTH / CLEC -1 RATES
LOCAL INTERCONNECTION
 Georgia

Attachment 3
 Exhibit A
 Rates - Page 5

										RATES				OSS RATES					
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interm	Zone	BCS	USOC	Reg	Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add1 SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st SOMAN			
								Fret	Add1	Fret	Add1								
LOCAL INTERCONNECT (CALL TRANSPORT AND TERMINATION)																			
END OFFICE SWITCHING																			
	End Office Switching Function, Per MOU				OHD		\$0.0017897												
TANDEM SWITCHING																			
	Tandem Switching Function Per MOU				OHD		\$0.0011009												
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0011009												
TRUNK CHARGE																			
	Installation Trunk Side Service - per DSO				OHD	TRP++		\$333.28	\$56.84										
	Dedicated End Office Trunk Port Service-per DSO**				OHD	TDEOP	\$0.00												
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00												
	Dedicated Tandem Trunk Port Service-per DSO**				OHD	TDWOP	\$0.00												
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00												
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
LOCAL INTERCONNECT (TRANSPORT)																			
COMMON TRANSPORT (Shared)																			
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000008												
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004152												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1N	1LSNF	\$0.0222												
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1N	1LSNF	\$17.07	\$79.61	\$36.08										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1LSNK	\$0.0222												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1LSNK	\$16.45	\$79.61											
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1LSNK	\$0.0222												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1LSNK	\$16.45	\$79.61											
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1N	1LSNL	\$0.4523												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1N	1LSNL	\$78.47	\$147.07											
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																			

BELLSOUTH/ CLEC -1 RATES
LOCAL INTERCONNECTION
Georgia

Attachment 3
Exhibit A
Rates - Page 6

CATEGORY	NOTES	Interm	Zone	BCS	USOC	Rec	RATES				OSS RATES					
							Nonrecuring		Nonrecuring		Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
							Flat	Add1	Flat	Add1						
	LOCAL INTERCONNECTION - Dedicated Transport - DS3 - Per Mile per month		OH3 OH3N TL5NM			\$2.72										
	Interface Channel - Dedicated Transport - DS3 - Facility Termination per month		OH3 OH3N TL5NM			\$788.00	\$633.41									
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice		OHL	TEFV2		\$13.91	\$82.4									
	Local Channel - Dedicated - 4-Wire Voice		OHL	TEFV4		\$14.99	\$368.44									
	Local Channel - Dedicated - DS1 per month		OHL	TEFH4		\$38.36	\$478.46									
	Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)		OH3	TEFHJ		\$527.84	\$661.81									
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month		OH1MS	TEFHJ		\$0.00	\$0.00	\$0.00								
	Local Channel - Dedicated - DS3 per month		OH3MS	TEFHJ		\$0.00	\$0.00	\$0.00								
	MULTI-LEXERS															
	Channelization - DS1 to DS0 Channel System		OH1 OH1N SATN1			\$126.22	\$198.22	\$123.59	\$31.03	\$19.75						
	DS3 to DS1 Channel System per month		OH3	SATNS		\$182.04	\$265.91	\$188.78	\$72.5	\$59.96						
	DS3 Interface Unit (DS1 COC) per month		OH1	SATCO		\$11.02	\$12.02	\$9.66								
	Notes: If no rate is identified in the contract, 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.															

Attachment 3
Exhibit A
Rates - Page 7

Version 2Q01: 06/15/04

BELLSOUTH / CLEC - 1 RATES
LOCAL INTERCONNECTION
 Kentucky

Attachment 3
 Exhibit A
 Rates - Page 8

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interm	Zone	BCS	USOC	Ree	RATES				OSS RATES					
								Nonrecurring		Nonrecurring		SVC Order		SVC Order		Incremental	
								Flat	Addl	Flat	Addl	Submitted Elec per LSR	SOMEC	Submitted Manually per LSR	SOMAN	Charge - Manual SVC Order vs. Electronic-1st	SOMAN
		Interface Channel - Dedicated Transport - DS1 - Facility Termination per month		OH1 OH1N 11.5NL			\$97.38	\$211.18									
		Interface Channel - Dedicated Transport - DS3 - DS3 - Per Mile per month		OH3 OH3N 11.5NM			\$5.1										
		Interface Channel - Dedicated Transport - DS3 - Facility Termination per month		OH3 OH3N 11.5NM			\$1,191.53	\$677.89									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice				OHL TEFV2	\$18.16	\$459.37									
		Local Channel - Dedicated - 4-Wire Voice				OHL TEFV4	\$20.12	\$461.18									
		Local Channel - Dedicated - DS1 per month				OH1 TEFH3	\$44.63	\$399.3									
		Local Channel - Dedicated - DS3 Facility				OH3 TEFHJ	\$595.5	\$1,141.54									
		Termination per month (assumes 1 mile)															
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month				OH1MS TEFH3	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month				OH3MS TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System				OH1 OH1N SATN1	\$139.65	\$182.14	\$125.19	\$21.00	\$19.52						
						OH3											
		DS3 to DS1 Channel System per month				OH3MS SATNS	\$194.82	\$356.4	\$188.000	\$66.63	\$63.44						
						OH1											
		DS3 Interface Unit (DS1 COC) per month				OH1MS SATCO	\$14.43	\$13.16	\$9.43								

Notes: If no rate is identified in the contract, 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.

BELLSOUTH/ CLEC -1 RATES
LOCAL INTERCONNECTION
Louisiana

Attachment 3
Exhibit A
Rates - Page 9

										RATES				OSS RATES			
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Ene per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge Manual Svc Order vs. Electronic-Dis	Incremental Charge Manual Svc Order vs. Electronic-Dis	Incremental Charge Manual Svc Order vs. Electronic-Dis	Incremental Charge Manual Svc Order vs. Electronic-Dis
								First	Advt	First	Advt						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0011550										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0006289										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0006289										
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0				OHD	TPP++		\$334.94	\$56.98								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDEOP	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OHI	TDEIP	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDWOP	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OHIMS	TDWIP	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000037										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004392										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OHTN	11.5NF	\$0.0165										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL OHTN	11.5NF	\$26.12	\$80.98	\$54.76	\$33.91	\$13.97						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OHTM	11.5NK	\$0.0165										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OHTM	11.5NK	\$26.12	\$114.89									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OHTM	11.5NK	\$0.0165										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OHTM	11.5NK	\$26.12	\$114.89	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OHT1 OHTN	11.5NL	\$0.3967										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OHT1 OHTN	11.5NL	\$81.45	\$211.47									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																

BELLSOUTH / CLEC - 1 RATES
LOCAL INTERCONNECTION
Louisiana

Attachment 3
Exhibit A
Rates - Page 10

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-Discontinue	Incremental Change - Manual Svc Order vs. Electronic-Add'l
								First	Adt'l	First	Adt'l						
		Interface Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3N	11.5NM	\$7.67										
		Interface Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3N	11.5NM	\$982.87	\$678.88									
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice			OH1	TEFV2	\$21.44	\$460.03									
		Local Channel - Dedicated - 4-Wire Voice			OH1	TEFV4	\$22.7	\$460.04									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$45.1	\$399.53									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	\$555.75	\$1,144.21									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	\$121.5	\$181.88	\$125.01	\$21.36	\$19.84						
		DS3 to DS1 Channel System per month			OH3	SATNS	\$233.25	\$355.89	\$187.73	\$67.4	\$34.49						
		DS3 Interface Unit (DS1 COC) per month			OH1	SATCO	\$13.64	\$13.14	\$9.42								
		Notes: If no rate is identified in the contract, 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.															

BELLSOUTH / CLEC - 1 RATES
LOCAL INTERCONNECTION
Mississippi

Attachment 3
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Rates - Page 11

										RATES				OSS RATES					
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interm	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring		Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic-1st	Incremental Change - Manual Svc Order vs. Electronic-Add'l	Incremental Change - Manual Svc Order vs. Electronic-Discon-1st	Incremental Change - Manual Svc Order vs. Electronic-Discon-Add'l		
								First	Adtl	First	Adtl								
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
	END OFFICE SWITCHING																		
	End Office Switching Function, Per MOU				OHD		\$0.0014872												
	TANDEM SWITCHING																		
	Tandem Switching Function Per MOU				OHD		\$0.0006733												
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0006733												
TRUNK CHARGE																			
	Installation Trunk Side Service - per DSO				OHD	TPP++		\$334.11	\$56.98										
	Dedicated End Office Trunk Port Service-per DSO**				OHD	TDEOP	\$0.00												
	Dedicated End Office Trunk Port Service-per DSO1**				OHD	TDEIP	\$0.00												
	Dedicated Tandem Trunk Port Service-per DSO**				OHD	TDWOP	\$0.00												
	Dedicated Tandem Trunk Port Service-per DSO1**				OHTMS	TDWIP	\$0.00												
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
LOCAL INTERCONNECTION (TRANSPORT)																			
	COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU				OHD		\$0.000003												
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004990												
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OHTIN	TL5NF	\$0.0112												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL OHTIN	TL5NF	\$24.75	\$80.95	\$54.74	\$34.27	\$14.12								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OHTIM	TL5NK	\$0.0112												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OHTIM	TL5NK	\$17.24	\$115.23											
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OHTIM	TL5NK	\$0.0112												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OHTIM	TL5NK	\$17.24	\$115.23	\$0.00	\$0.00	\$0.00								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																		
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OHT OHTIN	TL5NL	\$0.2293												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OHT OHTIN	TL5NL	\$63.00	\$209.75											
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																		

**BELLSOUTH / CLEC -1 RATES
LOCAL INTERCONNECTION
Mississippi**

Attachment 3
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Rates - Page 12

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rate	RATES				OSS RATES							
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Incremental Change - Manual Svc Order vs. Electronic-1st		Incremental Change - Manual Svc Order vs. Electronic-Add'l	
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interface Channel - Dedicated Transport - DS3 - Per Mile per month		OH9	OH3N	115NM	\$2.43												
		Interface Channel - Dedicated Transport - DS3 - Facility Termination per month		OH9	OH3N	115NM	\$705.42	\$690.03											
		LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice			OH1	TEFV2	\$16.39	\$460.72											
		Local Channel - Dedicated - 4-Wire Voice			OH1	TEFV4	\$17.59	\$461.68											
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$41.4	\$399.92											
		Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$467.62	\$1,146.52											
		LOCAL INTERCONNECTION MID-SPAN MEET																	
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00										
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00										
		MULTIPLXERS																	
		Channelization - DS1 to DS0 Channel System			OH1	OH1N	SATN1	\$125.29	\$181.84	\$124.98	\$21.57	\$20.05							
		DS3 to DS1 Channel System per month			OH3	OH3MS	SATNS	\$207.87	\$355.8	\$187.69	\$68.11	\$65.17							
		DS3 Interface Unit (DS1 COC) per month			OH1	OH1MS	SATCO	\$15.78	\$13.13	\$9.41									
		Notes: If no rate is identified in the contract, 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.																	

BELLSOUTH/CLC-1 RATES
LOCAL INTERCONNECTION
 North Carolina

Attachment 3
 Exhibit A
 Rates - Page 13

RATES										OSS RATES									
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec Per LSR	Svc Order Submitted Manual Per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis-Add'l			
								First	Add'l	First	Add'l						SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
END OFFICE SWITCHING																			
	End Office Switching Function, Per MOU				OHD		\$0.0017300												
TANDEM SWITCHING																			
	Tandem Switching Function Per MOU				OHD		\$0.0012000												
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0012000												
TRUNK CHARGE																			
	Installation Trunk Side Service - per DSO				OHD	TPP++	\$333.54	\$56.88											
	Dedicated End Office Trunk Port Service-per DSO**				OHD	TDEOP	\$0.00												
	Dedicated End Office Trunk Port Service-per DSO**				OH1	TDEIP	\$0.00												
	Dedicated Tandem Trunk Port Service-per DSO**				OHD	TDWOP	\$0.00												
	Dedicated Tandem Trunk Port Service-per DSO**				OH1MS	TDWIP	\$0.00												
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
LOCAL INTERCONNECTION (TRANSPORT)																			
COMMON TRANSPORT (Shared)																			
	Common Transport - Per Mile, Per MOU				OHD		\$0.00001												
	Common Transport - Facilities Termination Per MOU				OHD		\$0.00034												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Per Mile per month				OHL	OH1N	1LSNF	\$0.0282											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month				OHL	OH1N	1LSNF	\$18.01	\$137.48	\$52.58									
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM	OH1M	1LSNK	\$0.0282											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM	OH1M	1LSNK	\$17.40	\$137.48										
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM	OH1M	1LSNK	\$0.0282											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM	OH1M	1LSNK	\$17.40	\$137.48										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1	OH1N	1LSNL	\$0.5753											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1	OH1N	1LSNL	\$71.29	\$217.17										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																			

BELLSOUTH/CLEC-1 RATES
LOCAL INTERCONNECTION
 North Carolina

Attachment 3
 Exhibit A
 Rates - Page 14

CATEGORY	NOTES	Interim	Zone	ECS	USOC	Rec	RATES				OSS RATES					
							Nonmeasuring		Nonmeasuring		Svc Order Submitted Elec. per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Flat	Add'l	Flat	Add'l						
	LOCAL INTERCONNECTION															
	Interface Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3N 11.5NM		\$112.98										
	Interface Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3N 11.5NM		\$720.38	\$794.94									
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice			OHL	TEFV2	\$14.82	\$553.8									
	Local Channel - Dedicated - 4-Wire Voice			OHL	TEFV4	\$15.67	\$562.23									
	Local Channel - Dedicated - DS1 per month			OHL	TEFHG	\$35.68	\$534.48									
	Local Channel - Dedicated - DS3 Facility Termination per month (assumes 1 mile)			OH3	TEFHJ	\$508.69	\$562.25									
	LOCAL INTERCONNECTION MID-SPAN MEET															
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
	MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System			OH1 OH1N	SATN1	\$146.69	\$197.78	\$140.05								
	DS3 to DS1 Channel System per month			OH3	SATNS	\$233.1	\$103.97	\$234.4								
	DS3 Interface Unit (DS1 COC) per month			OH1	SATCO	\$16.07	\$13.09	\$9.38								
	Notes: If no rate is identified in the contract, 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.															

BELLSOUTH / CLEC - 1 RATES
LOCAL INTERCONNECTION
 South Carolina

Attachment 3
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 Rates - Page 15

										RATES				OSS RATES			
CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Die 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
								First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	END OFFICE SWITCHING																
	End Office Switching Function, Per MOU				OHD		\$0.0021876										
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		\$0.0014911										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)				OHD		\$0.0014911										
TRUNK CHARGE																	
	Installation Trunk Side Service - per DSO				OHD	TPP++		\$335.14	\$57.16								
	Dedicated End Office Trunk Port Service-per DSO**				OHD	TDEOP	\$0.00										
	Dedicated End Office Trunk Port Service-per DSI**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DSO**				OHD	TDWOP	\$0.00										
	Dedicated Tandem Trunk Port Service-per DSI**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.0000121										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004672										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1N	1L5NF	\$0.0167										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1N	1L5NF	\$24.3	\$81.25	\$54.94	\$33.64	\$13.82						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.76	\$114.89									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.76	\$114.89	\$0.00	\$0.00	\$0.00						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1N	1L5NL	\$0.3415										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1N	1L5NL	\$77.14	\$211.7									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																

BELLSOUTH/CLEC -1 RATES
LOCAL INTERCONNECTION
 South Carolina

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 Exhibit A
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CATEGORY	NOTES	Interim	Zone	BCS	USOC	Rate	RATES				OSS RATES			
							Nonrecurring		Nonrecurring		Svc Order Submitted per LSR	Svc Order Submitted manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1
							First	Add1	First	Add1				
	LOCAL INTERCONNECTION - Interface Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3N	1L5NM	\$8.02								
	Interface Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3N	1L5NM	\$880.65	\$679.4							
	LOCAL CHANNEL - DEDICATED TRANSPORT													
	Local Channel - Dedicated - 2-Wire Voice			OHL	TEFV2	\$15.33	\$480.49							
	Grade per month													
	Local Channel - Dedicated - 4-Wire Voice			OHL	TEFV4	\$16.54	\$482.31							
	Grade per month			OHL	TEFV4	\$42.62	\$400.21							
	Local Channel - Dedicated - DS3 Facility			OH3	TEFHJ	\$457.93	\$1,144.54							
	Termination per month (assumes 1 mile)													
	LOCAL INTERCONNECT MID-SPAN MEET													
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.													
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHJ	\$0.00	\$0.00	\$0.00						
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00						
	MULTIPLEXERS													
	Channelization - DS1 to DS0 Channel System			OH1 OH1N	SATN1	\$134.46	\$182.48	\$125.42	\$21.12	\$19.62				
				OH3	SATNS	\$233.1	\$403.97	\$234.4						
	DS3 to DS1 Channel System per month			OH1	SATCO	\$10.8	\$13.18	\$9.45						
	DS3 Interface Unit (DS1 COC) per month													
	Notes: If no rate is identified in the contract, 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.													

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Attachment 4

Physical Collocation

BELLSOUTH**PHYSICAL COLLOCATION****1. Scope of Attachment**

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Ciera Network Systems, Inc. is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. This Attachment does not apply to Tennessee Caged Collocation which shall be offered pursuant to Attachment 4 – TN. 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 Ciera Network Systems, Inc. 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 rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 all states other than Florida, the size specified by Ciera Network Systems, Inc. may contemplate a request for space sufficient to accommodate Ciera Network Systems, Inc.’s growth within a two-year period.

1.2.1.2 In the state of Florida, the size specified by Ciera Network Systems, Inc. may contemplate a request for space sufficient to accommodate Ciera Network Systems, Inc.’s growth within an eighteen (18) month 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. Ciera Network Systems, Inc. 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.** Ciera Network Systems, Inc. shall use the Collocation Space for the purposes of installing, maintaining and operating Ciera Network Systems, Inc.'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.** Ciera Network Systems, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.6 **Due Dates.** In all states other than Georgia, 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 Ciera Network Systems, Inc., 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. and inform Ciera Network Systems, Inc. of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Ciera Network Systems, Inc. to collocate Ciera Network Systems, Inc.'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Ciera Network Systems, Inc. to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Ciera Network Systems, Inc.'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, Ciera Network Systems, Inc. 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.
- 3.2 At Ciera Network Systems, Inc.'s expense, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. and Ciera Network Systems, Inc.'s Certified Contractor must comply with the more stringent local building code requirements. Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and provide, at Ciera Network Systems, Inc.'s expense, the documentation, including architectural drawings, necessary for Ciera Network Systems, Inc. to obtain the zoning, permits and/or other licenses. Ciera Network Systems, Inc.'s Certified Contractor shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Ciera Network Systems, Inc.'s Certified Contractor. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s locked enclosure prior to notifying Ciera Network Systems, Inc.. Upon request, BellSouth shall construct the enclosure for Ciera Network Systems, Inc..
- 3.2.1 BellSouth may elect to review Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s plans and specifications prior to construction, Ciera Network Systems, Inc. will be entitled to request BellSouth to review; and in the event Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to remove or correct within seven (7) calendar days at Ciera Network Systems, Inc.'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared (Subleased) Caged Collocation. Ciera Network Systems, Inc. may allow other telecommunications carriers to share Ciera Network Systems, Inc.'s caged collocation arrangement pursuant to terms and conditions agreed to by Ciera Network Systems, Inc. ("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. Ciera Network Systems, Inc. shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business 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 agreement, and shall contain a certification by Ciera Network Systems, Inc. that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Ciera Network Systems, Inc..
- 3.3.1 Ciera Network Systems, Inc., as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment 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 Ciera Network Systems, Inc. with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Ciera Network Systems, Inc. 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 D, 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.
- 3.3.2 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s Guests in the 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 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 Ciera Network Systems, Inc. and in conformance with BellSouth's design and construction specifications. Further, Ciera Network Systems, Inc. shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Ciera Network Systems, Inc. elect such option, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. and Ciera Network Systems, Inc.'s Certified Contractor must comply with the more stringent local building code requirements. Ciera Network Systems, Inc.'s Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Ciera Network Systems, Inc.'s Certified Contractor shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Ciera Network Systems, Inc.'s Certified Contractor. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s locked enclosure prior to notifying Ciera Network Systems, Inc..
- 3.4.2 Ciera Network Systems, Inc. must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s plans and specifications prior to construction, Ciera Network Systems, Inc. will be entitled to request BellSouth to review; and in the event Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to remove or

correct within seven (7) calendar days at Ciera Network Systems, Inc.'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.4.3 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc.'s Certified Contractor shall be responsible, at Ciera Network Systems, Inc.'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) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. Occupancy

- 4.1 **Occupancy.** BellSouth will notify Ciera Network Systems, Inc. in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc.'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 Agreement, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s right to occupy the Collocation Space in the event Ciera Network Systems, Inc. fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, Ciera Network Systems, Inc. at its expense shall remove its equipment and other property from the Collocation Space. Ciera Network Systems, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Ciera Network Systems, Inc.'s Guests, unless Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. shall continue payment of monthly fees to BellSouth until such date as Ciera Network Systems, Inc., and if applicable Ciera Network Systems, Inc.'s

Guest, has fully vacated the Collocation Space. Should Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest at Ciera Network Systems, Inc.'s expense and with no liability for damage or injury to Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Ciera Network Systems, Inc.'s right to occupy Collocation Space, Ciera Network Systems, Inc. shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Ciera Network Systems, Inc. except for ordinary wear and tear, unless otherwise agreed to by the Parties. Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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, ERMA, TIRKS, LFACS, LMOS, COSMOS, and TEOSPS DSX Records. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s failure to comply with this section.

5.1.2 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. submits an application for terminations that exceed

the total capacity of the collocated equipment, Ciera Network Systems, Inc. will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 Ciera Network Systems, Inc. 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.

5.3 Ciera Network Systems, Inc. shall place a plaque or other identification affixed to Ciera Network Systems, Inc.'s equipment necessary to identify Ciera Network Systems, Inc.'s equipment, including a list of emergency contacts with telephone numbers.

5.4 Entrance Facilities. Ciera Network Systems, Inc. may elect to place Ciera Network Systems, Inc.-owned or Ciera Network Systems, Inc.-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. Ciera Network Systems, Inc. will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s equipment in the Collocation Space. In the event Ciera Network Systems, Inc. utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Ciera Network Systems, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Ciera Network Systems, Inc. is responsible for maintenance of the entrance facilities. At Ciera Network Systems, Inc.'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.

5.4.1 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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.

- 5.4.2 Shared Use. Ciera Network Systems, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Ciera Network Systems, Inc.'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Ciera Network Systems, Inc. must arrange with BellSouth for BellSouth to splice the Ciera Network Systems, Inc. provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit D will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Ciera Network Systems, Inc.'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. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Ciera Network Systems, Inc. shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Ciera Network Systems, Inc. or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Ciera Network Systems, Inc.'s option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Ciera Network Systems, Inc. must make arrangements with a Certified Supplier for such placement.
- 5.6 Ciera Network Systems, Inc.'s Equipment and Facilities. Ciera Network Systems, Inc., or if required by this Attachment, Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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.
- 5.7 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 Ciera Network Systems, Inc. at least 48 hours before access to the Collocation Space is required. Ciera Network Systems, Inc. may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that

Ciera Network Systems, Inc. will not bear any of the expense associated with this work.

- 5.8 Access. Pursuant to Section 11, Ciera Network Systems, Inc. shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and returned to BellSouth Access Management within 15 calendar days of Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Ciera Network Systems, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Ciera Network Systems, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Ciera Network Systems, Inc.'s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Ciera Network Systems, Inc.. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Ciera Network Systems, Inc. may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to access the Collocation Space accompanied by a security escort at Ciera Network Systems, Inc.'s expense. Ciera Network Systems, Inc. must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Ciera Network Systems, Inc. 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), Ciera Network Systems, Inc. shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Ciera Network Systems, Inc. shall not use any product or service provided under this Agreement, 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 Ciera Network Systems, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to Ciera Network Systems, Inc., which notice shall direct Ciera Network Systems, Inc. to cure the violation within forty-eight (48) hours of Ciera Network Systems, Inc.'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.

- 5.10.1 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to Ciera Network Systems, Inc. prior to taking such action and shall have no liability to Ciera Network Systems, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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.

- 5.11 Personalty and its Removal. Facilities and equipment placed by Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. at any time. Any damage caused to the Collocation Space by Ciera Network Systems, Inc.'s employees, agents or representatives during the removal of such property shall be promptly repaired by Ciera Network Systems, Inc. at its expense.
- 5.12 Alterations. In no case shall Ciera Network Systems, Inc. or any person acting on behalf of Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Ciera Network Systems, Inc. shall be responsible for the general upkeep of the Collocation Space. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) initial equipment placement, Ciera Network Systems, Inc. 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. An application fee will apply.
- 6.3 Subsequent Application. In the event Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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.

- 6.3.1 Subsequent Application Fee. The application fee paid by Ciera Network Systems, Inc. for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application 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 D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. 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 (In Mississippi, ten (10) business 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. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., or differently configured, Ciera Network Systems, Inc. must resubmit its Application to reflect the actual space available.
- 6.4.2 BellSouth will respond to a Florida Application within fifteen (15) 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. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Ciera Network Systems, Inc. or differently configured, Ciera Network Systems, Inc. must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.4.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for

eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or differently configured, Ciera Network Systems, Inc. must resubmit its Application to reflect the actual space available. 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.

- 6.5 Denial of Application. If BellSouth notifies Ciera Network Systems, Inc. that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Ciera Network Systems, Inc. that BellSouth has no available space in the requested Premises, BellSouth will allow Ciera Network Systems, Inc., 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. In Mississippi, the above intervals shall be in business days.
- 6.6 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 agreement or provision, BellSouth shall permit Ciera Network Systems, Inc. to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 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.
- 6.7.1 In Florida, 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. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of

the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.7.2 When space becomes available, Ciera Network Systems, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. If Ciera Network Systems, Inc. has originally requested caged collocation space and cageless collocation space becomes available, Ciera Network Systems, Inc. may refuse such space and notify BellSouth in writing within that time that Ciera Network Systems, Inc. wants to maintain its place on the waiting list without accepting such space. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. from the waiting list. Upon request, BellSouth will advise Ciera Network Systems, Inc. as to its position on the list.
- 6.8 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 (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. 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.
- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, 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 configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. 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 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.

- 6.9.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Ciera Network Systems, Inc. to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Ciera Network Systems, Inc. submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.4 In Georgia, when space has been determined to be available for caged or cageless arrangements, 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 configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.5 In Mississippi, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications one (1) to five (5); within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business 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.
- 6.9.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

- 6.10.1 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 Ciera Network Systems, Inc. or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Ciera Network Systems, Inc. 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 D. Major changes such as requesting additional space or adding equipment may require Ciera Network Systems, Inc. to submit the Application with an Application Fee.

6.11 Bona Fide Firm Order.

- 6.11.1 In Alabama, Kentucky, North Carolina, and Tennessee, Ciera Network Systems, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Ciera Network Systems, Inc. has completed the Application/Inquiry process described in Section 6.2, 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 five (5) business days after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application.
- 6.11.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s Bona Fide Application or the Application will expire.
- 6.11.3 In Mississippi, Ciera Network Systems, Inc. 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) business days after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application or the Application will expire.
- 6.11.4 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 Ciera Network

Systems, Inc.'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 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Ciera Network Systems, Inc. submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Ciera Network Systems, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Ciera Network Systems, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Ciera Network Systems, Inc. at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, Ciera Network Systems, Inc. must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems

required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Ciera Network Systems, Inc. cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition;

power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred twenty (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 Joint Planning. Joint planning between BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Ciera Network Systems, Inc. that the collocation space is ready for occupancy. In the event that Ciera Network Systems, Inc. fails to complete an acceptance walkthrough within this fifteen (15) day interval, the

Collocation Space shall be deemed accepted by Ciera Network Systems, Inc.. BellSouth will correct any deviations to Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Ciera Network Systems, Inc. and Ciera Network Systems, Inc.'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, Ciera Network Systems, Inc. must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Ciera Network Systems, Inc. with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or any supplier proposed by Ciera Network Systems, Inc.. All work performed by or for Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Ciera Network Systems, Inc.'s Collocation Space. Upon request, BellSouth will provide Ciera Network Systems, Inc. with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Ciera Network Systems, Inc.. 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, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., such information will be provided to Ciera Network Systems, Inc. in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Ciera Network Systems, Inc. within 180 calendar days of BellSouth's written denial of

Ciera Network Systems, Inc.'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Ciera Network Systems, Inc. was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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.

7.8 Cancellation. If, at anytime prior to space acceptance, Ciera Network Systems, Inc. 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. In Georgia, if Ciera Network Systems, Inc. cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Ciera Network Systems, Inc. for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

7:9 Licenses. Ciera Network Systems, Inc., 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.

7.11 The intervals as set forth above are as depicted in Exhibit B of this Attachment.

8. Rates and Charges

8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Ciera Network Systems, Inc.'s current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day Ciera Network Systems, Inc. occupies the collocation space, whichever occurs first.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Ciera

Network Systems, Inc. shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Ciera Network Systems, Inc. opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Ciera Network Systems, Inc. as prescribed in this Section 8.

8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Ciera Network Systems, Inc. shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Ciera Network Systems, Inc. opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Ciera Network Systems, Inc. as prescribed in this Section 8.

8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Ciera Network Systems, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Ciera Network Systems, Inc. as prescribed in this Section 8 and will be billed based upon Ciera Network Systems, Inc.'s first billing cycle after Firm Order.

8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Ciera Network Systems, Inc. on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Ciera Network Systems, Inc. opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Ciera Network Systems, Inc. as described in this Section 8.

8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Ciera Network Systems, Inc. shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Ciera Network Systems, Inc. shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Ciera Network Systems, Inc.'s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Ciera Network Systems, Inc. shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date Ciera Network Systems, Inc. first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Ciera Network Systems, Inc.'s Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Ciera Network Systems, Inc.'s option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Ciera Network Systems, Inc.'s equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date Ciera Network Systems, Inc. first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Ciera Network Systems, Inc.'s BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Ciera Network Systems, Inc.'s BellSouth Certified power Supplier. Ciera Network Systems, Inc. is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Ciera Network Systems, Inc.'s equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Ciera Network Systems, Inc. must provide BellSouth a copy of the engineering power specification prior to the day on which Ciera Network Systems, Inc.'s equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Ciera Network Systems, Inc.'s arrangement area. Ciera Network Systems, Inc. shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Ciera Network Systems, Inc.'s

arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Ciera Network Systems, Inc. shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Ciera Network Systems, Inc. has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Ciera Network Systems, Inc.'s dedicated power plant results in construction of a new power plant room, upon termination of Ciera Network Systems, Inc.'s right to occupy collocation space at such site, Ciera Network Systems, Inc. shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

8.5.3 If Ciera Network Systems, Inc. elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Ciera Network Systems, Inc.'s DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Ciera Network Systems, Inc.'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Ciera Network Systems, Inc.'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit D. AC power voltage and phase ratings shall be determined on a per location basis. At Ciera Network Systems, Inc.'s option, Ciera Network Systems, Inc. may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.6 Security Escort. A security escort will be required whenever Ciera Network Systems, Inc. or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit D beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Ciera Network Systems, Inc. shall pay for such half-hour charges in the event Ciera Network Systems, Inc. fails to show up.

8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

8.8 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 agreement 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 Agreement (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, Ciera Network Systems, Inc. shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Ciera Network Systems, Inc.. 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 disagreement 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.

- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s real and personal property situated on or within BellSouth's Central Office location(s).

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

BellSouth, and keep current, evidence of such net worth that is attested to by one of Ciera Network Systems, Inc.'s corporate officers. The ability to self-insure shall continue so long as the Ciera Network Systems, Inc. meets all of the requirements of this Section. If the Ciera Network Systems, Inc. subsequently no longer satisfies this Section, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.), 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 Ciera Network Systems, Inc.'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Ciera Network Systems, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if Ciera Network Systems, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Ciera Network Systems,

Inc. employee being considered for work on the BellSouth Premises, for the states/counties where the Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall not be required to perform this investigation if an affiliated company of Ciera Network Systems, Inc. has performed an investigation of the Ciera Network Systems, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Ciera Network Systems, Inc. has performed a pre-employment statewide investigation of criminal history records of the Ciera Network Systems, Inc. employee for the states/counties where the Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. name. BellSouth reserves the right to remove from its premises any employee of Ciera Network Systems, Inc. not possessing identification issued by Ciera Network Systems, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Ciera Network Systems, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Ciera Network Systems, Inc. shall be solely responsible for ensuring that any Guest of Ciera Network Systems, Inc. is in compliance with all subsections of this Section 12.
- 12.3 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Ciera Network Systems, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. employee requiring access to a BellSouth Premises pursuant to this Attachment, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. shall promptly remove from BellSouth's Premises any employee of Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s Security contact of such interview. Ciera Network Systems, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Ciera Network Systems, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Ciera Network Systems, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Ciera Network Systems, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Ciera Network Systems, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of Ciera Network Systems, Inc.'s employees, agents, or contractors and where Ciera Network Systems, Inc. agrees, in good faith, with the results of such investigation. Ciera Network Systems, Inc. shall notify BellSouth in writing immediately in the event that Ciera Network Systems, Inc. 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. Ciera Network Systems,

Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by Ciera Network Systems, Inc.. Where allowed and where practical, Ciera Network Systems, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Ciera Network Systems, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Ciera Network Systems,

Inc.'s permitted use, until such Collocation Space is fully repaired and restored and Ciera Network Systems, Inc.'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Ciera Network Systems, Inc. has placed an Adjacent Arrangement pursuant to Section 3, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Ciera Network Systems, Inc. space with proper notification. BellSouth reserves the right to stop any Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. are owned by Ciera Network Systems, Inc.. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or different hazardous materials used by Ciera Network Systems, Inc. at BellSouth Facility. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. further agrees to cooperate with BellSouth to ensure that Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., its employees, agents and/or subcontractors.

2.2 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 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)
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

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 60 Cal	91 Bus 90 Cal
Florida	Caged Cageless	15 Calendar Days Same	15 Calendar Days* Same	90 Cal 90 Cal	NA NA
Georgia	Caged Cageless	10 Calendar Days 10 Calendar Days	30 Calendar Days 30 Calendar Days	90 Cal 60 Cal	NA Cal 90 Cal
Kentucky ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus
Louisiana	Caged Cageless	10 Calendar Days* 10 Calendar Days*	30 Calendar Days* 30 Calendar Days*	90 Cal 90 Cal	120 Cal 120 Cal
Mississippi	Caged Cageless	10 Business Days 10 Business Days	30 Business Days* 30 Business Days*	120 Cal 120Cal	180Cal 180 Cal
North Carolina ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus
South Carolina	Caged Cageless	10 Calendar Days 10 Calendar Days	30 Calendar Days* 30 Calendar Days*	90 Cal 90 Cal	NA Cal NA Cal
Tennessee ¹	Caged Cageless	10 Calendar Days 10 Calendar Days	23 Business Days 23 Business Days	76 Bus. 76 Bus.	91 Bus 91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 rates, terms, and conditions of this Attachment, BellSouth hereby grants to Ciera Network Systems, Inc. a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Ciera Network Systems, Inc. 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 does 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 In all states other than Florida, the number of racks/bays specified by Ciera Network Systems, Inc. may contemplate a request for space sufficient to accommodate Ciera Network Systems, Inc.'s growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by Ciera Network Systems, Inc. may contemplate a request for space sufficient to accommodate Ciera Network Systems, Inc.'s growth within an eighteen (18) month period.
- 1.2.3 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 Agreement. Additionally, where BellSouth notifies Ciera Network Systems, Inc. that BellSouth's agreement with a Third Party does not grant BellSouth the ability to

provide access and use rights to others, upon Ciera Network Systems, Inc.'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Ciera Network Systems, Inc.. Ciera Network Systems, Inc. agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Ciera Network Systems, Inc.. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Ciera Network Systems, Inc. as above, Ciera Network Systems, Inc. shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.7 Due Dates. In all states except Georgia, 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 Ciera Network Systems, Inc., 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. is unable to obtain the CLLI code, from for example a site visit to the remote site, Ciera Network Systems, Inc. may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Ciera Network Systems, Inc. should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. and inform Ciera Network Systems, Inc. of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

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 Ciera Network Systems, Inc. to collocate Ciera Network Systems, Inc.'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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 6**, following. Subject to space availability and technical feasibility, at Ciera Network Systems, Inc.'s option, Ciera Network Systems, Inc. may enclose its equipment.

3.3 Shared (Subleased) Collocation. Ciera Network Systems, Inc. may allow other telecommunications carriers to share Ciera Network Systems, Inc.'s Remote Collocation Space pursuant to terms and conditions agreed to by Ciera Network Systems, Inc. ("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. Ciera Network Systems, Inc. shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business 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 agreement, and shall contain a certification by Ciera Network Systems, Inc. that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Ciera Network Systems, Inc..

3.3.1 Ciera Network Systems, Inc. shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; 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 Ciera Network Systems, Inc. with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Ciera Network Systems, Inc. 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 D. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and in conformance with BellSouth's design

and construction specifications. Further, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. elect such an option, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. and Ciera Network Systems, Inc.'s BellSouth Certified Contractor must comply with local building code requirements. Ciera Network Systems, Inc.'s BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Ciera Network Systems, Inc.'s BellSouth Certified Contractor shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s locked enclosure prior to notifying Ciera Network Systems, Inc..
- 3.4.2 BellSouth maintains the right to review Ciera Network Systems, Inc.'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 Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Ciera Network Systems, Inc., at Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc.'s BellSouth Certified Contractor shall be responsible, at Ciera

Network Systems, Inc.'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 Ciera Network Systems, Inc. in writing that the Remote Collocation Space is ready for occupancy. Ciera Network Systems, Inc. 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 Agreement, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. at its expense shall remove its equipment and other property from the Remote Collocation Space. Ciera Network Systems, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Ciera Network Systems, Inc.'s Guests, unless Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. shall continue payment of monthly fees to BellSouth until such date as Ciera Network Systems, Inc., and if applicable Ciera Network Systems, Inc.'s Guest, has fully vacated the Remote Collocation Space. Should Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest at Ciera Network Systems, Inc.'s expense and with no liability for damage or injury to Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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, Ciera Network Systems, Inc. shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Ciera Network Systems, Inc. except for ordinary wear and tear unless otherwise agreed to by the Parties. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s failure to comply with these requirements.
- 5.1.2 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. shall place a plaque or other identification affixed to Ciera Network Systems, Inc.'s equipment to identify Ciera Network Systems, Inc.'s equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All Ciera Network Systems, Inc. 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.** Ciera Network Systems, Inc. may elect to place Ciera Network Systems, Inc.-owned or Ciera Network Systems, Inc.-leased entrance facilities into the Remote Collocation Space from Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc.

must contact BellSouth for instructions prior to placing the entrance facility cable. Ciera Network Systems, Inc. is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. Ciera Network Systems, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Ciera Network Systems, Inc.'s collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. or its agent must perform all required maintenance to Ciera Network Systems, Inc. equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 Ciera Network Systems, Inc.'s Equipment and Facilities. Ciera Network Systems, Inc., or if required by this Attachment, Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc..
- 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, Ciera Network Systems, Inc. shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and returned to BellSouth Access Management within fifteen (15) calendar days of Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Ciera Network Systems, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Ciera Network Systems, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Ciera Network Systems, Inc. may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Ciera Network Systems, Inc. desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Ciera Network Systems, Inc. to access the Collocation Space accompanied by a security escort at Ciera Network Systems, Inc.'s expense. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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), Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to Ciera Network Systems, Inc., which notice shall direct Ciera Network Systems, Inc. to cure the violation within forty-eight (48) hours of Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to Ciera Network Systems, Inc. prior to taking such action and shall have no

liability to Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. at any time. Any damage caused to the Remote Collocation Space by Ciera Network Systems, Inc.'s employees, agents or representatives shall be promptly repaired by Ciera Network Systems, Inc. at its expense.
- 5.10 Alterations. In no case shall Ciera Network Systems, Inc. or any person acting on behalf of Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. Ciera Network Systems, Inc. shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Ciera Network Systems, Inc. shall be responsible for removing any Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. and BellSouth 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. Ciera Network Systems, Inc. shall submit a Remote Site Collocation Application when Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) equipment placement, Ciera Network Systems, Inc. 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. An Application Fee will apply.
- 6.4 Subsequent Application In the event Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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.
- 6.4.1 Subsequent Application Fee. The application fee paid by Ciera Network Systems, Inc. for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application 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 D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. 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.

- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit Ciera Network Systems, Inc. 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 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 Ciera Network Systems, Inc. of the amount that is available.
- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., Ciera Network Systems, Inc. must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. 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. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Ciera Network Systems, Inc., Ciera Network Systems, Inc. must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Ciera Network Systems, Inc. of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Ciera Network Systems, Inc., Ciera Network Systems, Inc. must resubmit its Application to reflect the actual space available. 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.

- 6.6 Denial of Application. If BellSouth notifies Ciera Network Systems, Inc. that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Ciera Network Systems, Inc. that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Ciera Network Systems, Inc., upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, 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. In Mississippi the above intervals shall be in business days.
- 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 agreement or provision, BellSouth shall permit Ciera Network Systems, Inc. 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 In Florida, 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Ciera Network Systems, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. from the waiting list. Upon request, BellSouth will advise Ciera Network Systems, Inc. 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 (in Mississippi, 10 business 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 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, 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.

6.10.2.1 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.

6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including

sufficient information to enable Ciera Network Systems, Inc. to place a Firm Order. When Ciera Network Systems, Inc. submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.10.4 In Georgia, when space has been determined to be available, 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.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. 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.
- 6.11 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 Ciera Network Systems, Inc. or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Ciera Network Systems, Inc. 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 D. Major changes such as requesting additional space or adding equipment may require Ciera Network Systems, Inc. to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, Ciera Network Systems, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona

- Fide when Ciera Network Systems, Inc. has completed the Application/Inquiry process described in Section 6.2, 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 five (5) business days after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 (in Mississippi 30 business days) after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, Ciera Network Systems, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Ciera Network Systems, Inc. has completed the Application/Inquiry process described in 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) business days after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application or the Application will expire.
- 6.12.4 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 Ciera Network Systems, Inc.'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.
- 6.13 BellSouth will permit one accompanied site visit to Ciera Network Systems, Inc.'s designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Ciera Network Systems, Inc..
7. **Construction and Provisioning**
- 7.1 **Construction and Provisioning Intervals.**

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Ciera Network Systems, Inc. submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Ciera Network Systems, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Ciera Network Systems, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Ciera Network Systems, Inc. at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, Ciera Network Systems, Inc. must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Ciera Network Systems, Inc. cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Ciera Network Systems, Inc. that the collocation space is ready for occupancy. BellSouth will correct any deviations to Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. upon successful completion of installation. The Certified Supplier shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or any supplier proposed by Ciera Network Systems, Inc.. All work performed by or for Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall be responsible for placement, monitoring and removal of alarms used to service Ciera Network Systems, Inc.'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 D of this agreement. Ciera Network Systems, Inc. may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. 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, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., such information will be provided to Ciera Network Systems, Inc. in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Ciera Network Systems, Inc. within 180 calendar days of BellSouth's written denial of Ciera Network Systems, Inc.'s request for physical collocation, and (ii) Ciera Network Systems, Inc. was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. cancels its order for the Remote Collocation Space(s), Ciera Network Systems, Inc. will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. Ciera Network Systems, Inc., 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 Ciera Network Systems, Inc.'s current billing cycle and is non-refundable.
- 8.2 Recurring Charges. Recurring charges begin on the date that Ciera Network Systems, Inc. executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date Ciera Network Systems, Inc. first occupies the Remote Collocation Space, whichever is sooner. If Ciera Network Systems, Inc. fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s equipment. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Ciera Network Systems, Inc.'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Ciera Network Systems, Inc.'s option, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 "true-up" (up or down) based on final prices either determined by further agreement 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 Agreement (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, Ciera Network Systems, Inc. shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Ciera Network Systems, Inc.. 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 disagreement 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 the contract, 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 as dictated by Ciera Network Systems, Inc.'s current billing cycle. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s real and personal property situated on or within BellSouth's Remote Site Location.

- 9.2.4 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. shall be deemed to be primary. All policies purchased by Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Ciera Network Systems, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Ciera Network Systems, Inc..
- 9.5 Submit certificates of insurance. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Ciera Network Systems, Inc.'s insurance company. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s net worth exceeds five hundred million dollars (\$500,000,000), Ciera Network Systems, Inc. may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. in the event that self-insurance status is not granted to Ciera Network Systems, Inc.. If BellSouth approves Ciera Network Systems, Inc. for self-insurance, Ciera Network Systems, Inc. shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Ciera Network Systems, Inc.'s corporate officers. The ability to self-insure shall continue so long as Ciera Network Systems, Inc. meets all of the requirements of this Section. If Ciera Network Systems, Inc. subsequently no longer satisfies this

Section, Ciera Network Systems, Inc. is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.

- 9.8 Net worth requirements. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.), 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 Ciera Network Systems, Inc.'s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Ciera Network Systems, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if Ciera Network Systems, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Ciera Network Systems, Inc. employee being considered for work on the BellSouth Premises, for the

states/counties where the Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall not be required to perform this investigation if an affiliated company of Ciera Network Systems, Inc. has performed an investigation of the Ciera Network Systems, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Ciera Network Systems, Inc. has performed a pre-employment statewide investigation of criminal history records of the Ciera Network Systems, Inc. employee for the states/counties where the Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. name. BellSouth reserves the right to remove from its premises any employee of Ciera Network Systems, Inc. not possessing identification issued by Ciera Network Systems, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Ciera Network Systems, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Ciera Network Systems, Inc. shall be solely responsible for ensuring that any Guest of Ciera Network Systems, Inc. is in compliance with all subsections of this Section 12.
- 12.3 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Ciera Network Systems, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. employee requiring access to a BellSouth Premises pursuant to this Attachment, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. shall promptly remove from BellSouth's Premises any employee of Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s Security contact of such interview. Ciera Network Systems, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Ciera Network Systems, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Ciera Network Systems, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Ciera Network Systems, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Ciera Network Systems, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of Ciera Network Systems, Inc.'s employees, agents, or contractors and where Ciera Network Systems, Inc. agrees, in good faith, with the results of such investigation. Ciera Network Systems, Inc. shall notify BellSouth in writing immediately in the event that the Ciera

Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc., 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by Ciera Network Systems, Inc.. Where allowed and where practical, Ciera Network Systems, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Ciera Network Systems, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Ciera Network Systems, Inc.'s permitted use, until such Remote Collocation Space is fully repaired and restored and Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Ciera Network Systems, Inc. space with proper notification. BellSouth reserves the right to stop any Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. are

owned by Ciera Network Systems, Inc.. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or different hazardous materials used by Ciera Network Systems, Inc. at BellSouth Facility. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. further agrees to cooperate with BellSouth to ensure that Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • 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	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard)

		<ul style="list-style-type: none"> • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180Cal
North Carolina ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Attachment 4-TN

Physical Caged Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Ciera Network Systems, Inc. is occupying Caged Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. 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.

All the rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to Occupy. Subject to this Attachment, BellSouth allows Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. 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 The size specified by Ciera Network Systems, Inc. may contemplate a request for space sufficient to accommodate Ciera Network Systems, Inc.'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 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. Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall use the Caged Collocation Space for the purposes of installing, maintaining and operating Ciera Network Systems, Inc.'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 Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 Rates and Charges. Ciera Network Systems, Inc. agrees to pay the rates and charges identified in Exhibit D attached hereto.

- 1.6 Ciera Network Systems, Inc. agrees 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 Notification

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Ciera Network Systems, Inc. to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
- 2.1.1 Availability Notification. BellSouth will respond to an application within eight (8) business days as to whether space is available or not available within 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. If the amount of space requested is not available, BellSouth will notify Ciera Network Systems, Inc. of the amount of space that is available and no Planning Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Ciera Network Systems, Inc. or differently configured, Ciera Network Systems, Inc. must resubmit its Application to reflect the actual space available. If there is no readily available space, BellSouth will so notify Ciera Network Systems, Inc. within this eight (8) business day interval and BellSouth will determine whether space can be made available and will notify Ciera Network Systems, Inc. within twenty (20) business days of such notification as to whether space is available or not, in accordance with this section.
- 2.2 Denial of Application. After notifying Ciera Network Systems, Inc. that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Ciera Network Systems, Inc., 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.
- 2.3 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 agreement or provision, BellSouth shall permit Ciera Network Systems, Inc. to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 2.4 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or a 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 when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Ciera Network Systems, Inc. must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that Ciera Network Systems, Inc. wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. from the waiting list. Upon request, BellSouth will advise Ciera Network Systems, Inc. as to its position on the list.

- 2.6 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 the Denial of Application due to Space Exhaust. 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. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

3. **Collocation Option**

- 3.1 Cages. BellSouth shall construct enclosures in compliance with Ciera Network Systems, Inc.'s collocation request subject to BellSouth's construction requirements.
- 3.2 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s locked enclosure prior to notifying Ciera Network Systems, Inc..
- 3.3 Shared (Subleased) Caged Collocation. Ciera Network Systems, Inc. may allow other telecommunications carriers to share Ciera Network Systems, Inc.'s caged collocation arrangement pursuant to terms and conditions agreed to by Ciera Network Systems, Inc. ("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. Ciera Network Systems, Inc. shall notify BellSouth in writing upon execution of any agreement 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 agreement, and shall contain a certification by Ciera Network Systems, Inc. that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Ciera Network Systems, Inc..
- 3.3.1 Ciera Network Systems, Inc., as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges

contained within this Attachment; 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 prorate the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, Ciera Network Systems, Inc. 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 Planning Fee will be assessed. A separate initial Guest application shall require the assessment of a subsequent Planning Fee.. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Ciera Network Systems, Inc.'s equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Ciera Network Systems, Inc. in writing that the Collocation Space is ready for occupancy. Ciera Network Systems, Inc. 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 interconnected service until receipt of such notice. For purposes of this paragraph, Ciera Network Systems, Inc.'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:
- 4.3.1 BellSouth may terminate Ciera Network Systems, Inc.'s occupancy for Ciera Network Systems, Inc.'s failure to comply with any provision of this Agreement.
- 4.3.2 Ciera Network Systems, Inc. may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.3 Upon termination of such occupancy, Ciera Network Systems, Inc. at its expense shall remove its equipment and other property from the Collocation Space. Ciera Network Systems, Inc. shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Ciera Network Systems, Inc.'s Guests, unless Ciera Network Systems, Inc.'s guest has

assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. Ciera Network Systems, Inc. shall continue payment of monthly fees to BellSouth until such date as Ciera Network Systems, Inc. has fully vacated the Collocation Space. Should Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest at Ciera Network Systems, Inc.'s expense and with no liability for damage or injury to Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Ciera Network Systems, Inc.'s right to occupy Collocation Space, Ciera Network Systems, Inc. shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Ciera Network Systems, Inc. except for ordinary wear and tear, unless otherwise agreed to by the Parties. Ciera Network Systems, Inc. shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), 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 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 Ciera Network Systems, Inc.'s failure to comply with this section.

5.1.2 Ciera Network Systems, Inc. shall not request more DS0, DS1 and DS3 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 Ciera Network Systems, Inc. submits an application for terminations that exceed the total capacity of the collocated equipment, Ciera Network Systems, Inc. will be

informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 Ciera Network Systems, Inc. shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 Ciera Network Systems, Inc. shall place a plaque or other identification affixed to Ciera Network Systems, Inc.'s equipment necessary to identify Ciera Network Systems, Inc.'s equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Ciera Network Systems, Inc. may elect to place Ciera Network Systems, Inc.-owned or Ciera Network Systems, Inc.-leased fiber entrance facilities into the splice location. 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. Ciera Network Systems, Inc. will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Ciera Network Systems, Inc. will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Ciera Network Systems, Inc.'s equipment in the Collocation Space. Ciera Network Systems, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Ciera Network Systems, Inc. is responsible for maintenance of the entrance facilities.
- 5.2.1 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'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.
- 5.2.2 Shared Use. Ciera Network Systems, Inc. may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Ciera Network Systems, Inc.'s collocation arrangement within the same BellSouth Premises. Ciera Network Systems, Inc. must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Ciera Network Systems, Inc.-provided riser cable.

- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Ciera Network Systems, Inc.'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. For connections to BellSouth's network, the demarcation point shall be a Ciera Network Systems, Inc. provided Point of Termination Bay (POT Bay) in a common area within the Premises. Ciera Network Systems, Inc. shall be responsible for providing, and a supplier certified by BellSouth ("Ciera Network Systems, Inc.'s Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Ciera Network Systems, Inc.'s collocation space and the demarcation point. Ciera Network Systems, Inc. or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4 Ciera Network Systems, Inc.'s Equipment and Facilities. Ciera Network Systems, Inc., or if required by this Attachment, Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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.
- 5.5 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 Ciera Network Systems, Inc. at least 48 hours before access to the Collocation Space is required. Ciera Network Systems, Inc. may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Ciera Network Systems, Inc. will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, subsequent to Firm Order Ciera Network Systems, Inc. shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc. and returned to BellSouth Access Management within 15 calendar days of Ciera Network Systems, Inc.'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. Ciera Network Systems, Inc. agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Ciera Network Systems, Inc. employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Ciera Network Systems, Inc. or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.6.1 Lost or Stolen Access Keys. Ciera Network Systems, Inc. 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), Ciera Network Systems, Inc. shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. violates the provisions of this paragraph, BellSouth shall give written notice to Ciera Network Systems, Inc., which notice shall direct Ciera Network Systems, Inc. to cure the violation within forty-eight (48) hours of Ciera Network Systems, Inc.'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.
- 5.7.1 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to Ciera Network Systems, Inc. prior to taking such action and shall have no liability to Ciera Network Systems, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.7.2 For purposes of this Section 5.7, 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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.
- 5.8 Personalty and its Removal. Facilities and equipment placed by Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. at any time. Any damage caused to the Collocation Space by Ciera Network Systems, Inc.'s employees, agents or representatives during the removal of such property shall be promptly repaired by Ciera Network Systems, Inc. at its expense.
- 5.9 Alterations. In no case shall Ciera Network Systems, Inc. or any person acting on behalf of Ciera Network Systems, Inc. make any rearrangement, modification, improvement, addition, repair, 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 Ciera Network Systems, Inc.. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and a Planning Fee, pursuant to sub-section 6.2.2.
- 5.10 Janitorial Service. Ciera Network Systems, Inc. shall be responsible for the general upkeep of the Collocation Space. Ciera Network Systems, Inc. shall arrange directly with a 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 Application for Space. Ciera Network Systems, Inc. shall submit an application document when Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.1.1 Initial Application. For Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) initial equipment placement, Ciera Network Systems, Inc. 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. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Ciera Network Systems, Inc.'s Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application. In the event Ciera Network Systems, Inc. or Ciera Network Systems, Inc.'s Guest(s) desires to modify the use of the Collocation Space, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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 as set forth in the Price Schedule. 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.
- 6.2 Application Response. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, Entrance Fiber Fee, and the space preparation fees, as described in Section 7.
- 6.3 Application Modifications. 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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. a Planning Fee.
- 6.4 Bona Fide Firm Order. Ciera Network Systems, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded

Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Ciera Network Systems, Inc. has completed the Application/Inquiry process described in Section 6.2, 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 five (5) business days after BellSouth's Application Response to Ciera Network Systems, Inc.'s Bona Fide Application.

- 6.5 Construction and Provisioning Interval. BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Ciera Network Systems, Inc. submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Ciera Network Systems, Inc. submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Ciera Network Systems, Inc. submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Ciera Network Systems, Inc. at the time the application is received. Additional installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be 45 business days from receipt of an Application. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.

- 6.5.1 To be considered a timely and accurate forecast, Ciera Network Systems, Inc. must submit to BellSouth the CLEC Forecast Form containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

- 6.6 Joint Planning. Joint planning between BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. during joint planning.

- 6.7 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.
- 6.8 Acceptance Walk Through. Ciera Network Systems, Inc. will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Ciera Network Systems, Inc.. BellSouth will correct any deviations to Ciera Network Systems, Inc.'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.
- 6.9 Use of Certified Supplier. Ciera Network Systems, Inc. shall select a supplier which has been approved as a Certified Supplier to perform all engineering and installation work. Ciera Network Systems, Inc. and Ciera Network Systems, Inc.'s Certified Supplier must follow and comply with all of BellSouth's requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Ciera Network Systems, Inc. must select separate Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Ciera Network Systems, Inc. with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing Ciera Network Systems, Inc.'s equipment and components, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Ciera Network Systems, Inc. upon successful completion of installation, etc. The Certified Supplier shall bill Ciera Network Systems, Inc. directly for all work performed for Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or any supplier proposed by Ciera Network Systems, Inc.. All work performed by or for Ciera Network Systems, Inc. shall conform to generally accepted industry guidelines and standards.
- 6.10 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's equipment and facilities. Ciera Network Systems, Inc. shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Ciera Network Systems, Inc.'s Collocation Space. Upon request, BellSouth will provide Ciera Network Systems, Inc. with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Ciera Network Systems, Inc.. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.11 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 that physical Collocation Space has subsequently become available, Ciera Network Systems, Inc. may relocate its virtual collocation arrangements to caged 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 Attachments. In the event that BellSouth knows when additional space for physical collocation may become available

at the location requested by Ciera Network Systems, Inc., such information will be provided to Ciera Network Systems, Inc. in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Ciera Network Systems, Inc. within 180 calendar days of BellSouth's written denial of Ciera Network Systems, Inc.'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Ciera Network Systems, Inc. was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Ciera Network Systems, Inc. may transition its virtual collocation arrangement to a caged physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Ciera Network Systems, Inc. must arrange with a 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.

- 6.12 Cancellation. If, at anytime prior to space acceptance, Ciera Network Systems, Inc. cancels its order for the Collocation Space(s), BellSouth will bill the applicable non recurring rate for any and all work processes for which work has begun.
- 6.13 Licenses. Ciera Network Systems, Inc., 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.
- 6.14 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

- 7.1 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 Ciera Network Systems, Inc.'s current billing cycle and is non-refundable.
- 7.2 Cross Connect Rates – Cross connect rates shall be as set forth in Exhibit D, attached hereto, and shall be dependent on the configuration of the collocation arrangement and the location of the associated demarcation point. If the demarcation point was established at a BellSouth provided POT bay, the POT Bay cross connect rates in addition to the Ciera Network Systems, Inc. -provided POT Bay Rates as set forth in Exhibit D shall apply. If the demarcation point was established at a common block on a BellSouth conventional distribution frame, intermediary frame or other termination frame, then the Frame cross connect rates as set forth in Exhibit D shall apply for all terminations demarcating at the respective frame locations. For all arrangements for which the demarcation point was established at a Ciera Network Systems, Inc.-provided POT bay, the POT bay –Ciera Network Systems, Inc. rates for cross connects set forth in Exhibit D shall apply for all terminations demarcating at the Ciera Network Systems, Inc.-provided POT Bay.

- 7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power to Systems, Inc.'s Collocation Space.
- 7.8.1 Recurring charges for -48V DC power consumption will be assessed per ampere 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 Ciera Network Systems, Inc.'s equipment or space enclosure. Ciera Network Systems, Inc. shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Ciera Network Systems, Inc.'s arrangement and terminations of cable within the collocation space.
- 7.8.2 Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Ciera Network Systems, Inc.'s arrangement area.
- 7.9 Other. If no rate is identified in this Attachment, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8. Insurance

- 8.1 Ciera Network Systems, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 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-.
- 8.2 Ciera Network Systems, Inc. shall maintain the following specific coverage:
- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Ciera Network Systems, Inc.'s real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Ciera Network Systems, Inc. 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.

- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Ciera Network Systems, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc.'s property has been removed from BellSouth's Premises, whichever period is longer. If Ciera Network Systems, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Ciera Network Systems, Inc..
- 8.5 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Ciera Network Systems, Inc.'s insurance company. Ciera Network Systems, Inc. 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
- 8.6 Ciera Network Systems, Inc. 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.
- 8.7 Self-Insurance. If Ciera Network Systems, Inc.'s net worth exceeds five hundred million dollars (\$500,000,000), Ciera Network Systems, Inc. may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. in the event that self-insurance status is not granted to Ciera Network Systems, Inc.. If BellSouth approves Ciera Network Systems, Inc. for self-insurance, Ciera Network Systems, Inc. shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Ciera Network Systems, Inc.'s corporate officers. The ability to self-insure shall continue so long as the Ciera Network Systems, Inc. meets all of the requirements of this Section. If the Ciera Network Systems, Inc. subsequently no longer satisfies this

Section, Ciera Network Systems, Inc. is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

- 8.8 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 Ciera Network Systems, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Ciera Network Systems, Inc.), 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.

10. Inspections

- 10.1 BellSouth may conduct an inspection of Ciera Network Systems, Inc.'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Ciera Network Systems, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if Ciera Network Systems, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Ciera Network Systems, Inc. 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.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. name. BellSouth reserves the right to remove from its premises any employee of Ciera Network Systems, Inc. not possessing identification issued by Ciera Network Systems, Inc. or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Ciera Network Systems, Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Ciera Network Systems, Inc. shall be solely responsible for ensuring that any Guest of Ciera Network Systems, Inc. is in compliance with all subsections of this Section 11.

- 11.1.1 Ciera Network Systems, Inc. will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Ciera Network Systems, Inc. employee being considered for work on the BellSouth Premises, for the states/counties where the Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. shall not be required to perform this investigation if an affiliated company of Ciera Network Systems, Inc. has performed an investigation of the Ciera Network Systems, Inc. employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Ciera Network Systems, Inc. has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Ciera Network Systems, Inc. employee seeking access, for the states/counties where the Ciera Network Systems, Inc. employee has worked and lived for the past five years.
- 11.1.2 Ciera Network Systems, Inc. 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.
- 11.1.3 Ciera Network Systems, Inc. shall not assign to BellSouth Premises any personnel with records of felony criminal convictions. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Ciera Network Systems, Inc. chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Ciera Network Systems, Inc. may, in the alternative, certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 Ciera Network Systems, Inc. shall not knowingly assign to 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.

- 11.1.5 Ciera Network Systems, Inc. shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each Ciera Network Systems, Inc. employee requiring access to BellSouth Premises pursuant to this Attachment, Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. will disclose the nature of the convictions to BellSouth at that time. In the alternative, Ciera Network Systems, Inc. may certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, Ciera Network Systems, Inc. shall promptly remove from BellSouth's Premises any employee of Ciera Network Systems, Inc. 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 in the event that an employee of Ciera Network Systems, Inc. is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'s Security contact of such interview. Ciera Network Systems, Inc. and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Ciera Network Systems, Inc.'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Ciera Network Systems, Inc. for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Ciera Network Systems, Inc.'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Ciera Network Systems, Inc. for BellSouth property which is stolen or damaged where an investigation determines the culpability of Ciera Network Systems, Inc.'s employees, agents, or contractors and where Ciera Network Systems, Inc. agrees, in good faith, with the results of such investigation. Ciera Network Systems, Inc. shall notify BellSouth in writing immediately in the event that Ciera Network Systems, Inc. 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. Ciera Network Systems,

Inc. shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 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.
- 11.4 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.
- 11.5 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.

12. Destruction of Collocation Space

- 12.1 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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., 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. Ciera Network Systems, Inc. may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Certified Vendor. If Ciera Network Systems, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by Ciera Network Systems, Inc.. Where allowed and where practical, Ciera Network Systems, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Ciera Network Systems, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Ciera Network Systems,

Inc.'s permitted use, until such Collocation Space is fully repaired and restored and Ciera Network Systems, Inc.'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

- 13.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and Ciera Network Systems, Inc. shall each have the right to terminate this Attachment with respect to such Collocation Space 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.

14. Nonexclusivity

- 14.1 Ciera Network Systems, Inc. understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

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 Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. when operating in BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Ciera Network Systems, Inc. space with proper notification. BellSouth reserves the right to stop any Ciera Network Systems, Inc. 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 BellSouth Premises by Ciera Network Systems, Inc. are owned by Ciera Network Systems, Inc.. Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. or different hazardous materials used by Ciera Network Systems, Inc. at BellSouth Facility. Ciera Network Systems, Inc. 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 BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Ciera Network Systems, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Ciera Network Systems, Inc. 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 Ciera Network Systems, Inc. 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, Ciera Network Systems, Inc. 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. Ciera Network Systems, Inc. further agrees to cooperate with BellSouth to ensure that Ciera Network Systems, Inc.'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 Ciera Network Systems, Inc., 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • 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	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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

BELLSOUTH / CLEC - I RATES
Collocation
Alabama

Attachment 4
Exhibit A
Rates - Page 1

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecuring		Add'l	First	Disconnect	Add'l	First	Disconnect	Add'l	First
							Rec	Final								
PHYSICAL COLLOCATION		Physical Collocation - Application Fee - Initial														
		Physical Collocation - Application Fee - Subsequent				PEIBA		\$3,760.00								
		Physical Collocation - Space Preparation - Firm Order Processing				PEICA		\$3,134.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				PEISJ		\$1,211.00								
		Physical Collocation - Space Preparation - Common Systems Modification per Cable				PEISK		\$2.24								
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cables				PEISL		\$3.01								
		Physical Collocation - Cable Installation				PEISM		\$102.16								
		Physical Collocation - Floor Space per Sq. Ft.				PEIBD		\$1,751.00								
		Physical Collocation - Cable Support Structure				PEIPJ		\$3.68								
		Physical Collocation - Power per Fused Amp				PEIPM		\$19.67								
		Physical Collocation - 120V, Single Phase Standby Power Rate				PEIPL		\$9.00								
		Physical Collocation - 240V, Single Phase Standby Power Rate				PEIFB		\$5.63								
		Physical Collocation - 120V, Three Phase Standby Power Rate				PEIFD		\$11.26								
		Physical Collocation - 277V, Three Phase Standby Power Rate				PEIFE		\$16.89								
		Physical Collocation - 277V, Three Phase Standby Power Rate				PEIFG		\$38.99								
		Physical Collocation - 2-Wire Cross-Connects			UEANLUEAU DN,UDC,UALU HL,ULC,UEQ	PEIP2		\$0.031	\$33.68							
		Physical Collocation - 4-Wire Cross-Connects				PEIP4		\$0.062	\$33.63							
		Physical Collocation - DS1 Cross-Connects				PEIP1		\$1.28	\$52.93							
		Physical Collocation - DS3 Cross-Connects				PEIP3		\$16.27	\$51.99							
		Physical Collocation - 2-Fiber Cross-Connect				PEIF2		\$3.23	\$52.00							
		Physical Collocation - 4-Fiber Cross-Connect				PEIF4		\$5.73	\$64.54							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				PEIBW		\$178.65								
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.				PEICW		\$17.52								
		Physical Collocation - Security Access System - Security System per Central Office				PEIAX		\$54.14								
		Physical Collocation - Security Access System - New Access Card Activation, per Card				PEIA1		\$0.0607	\$46.20					\$8.72		
		Physical Collocation - Security Access System - Administrative Changes, Existing Access Card, per Card				PEIAA		\$15.40	\$15.40							
		Physical Collocation - Security Access System - Replace Existing Access Card, per Card				PEIAR		\$45.02	\$45.02							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				PEIAK		\$26.19	\$26.19							
		Physical Collocation - Security Access - Initial Key, per Key				PEIAL		\$26.19	\$26.19							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				PEISR		\$2,150.00	\$2,150.00							
		Physical Collocation - Space Availability Report per premises				PEIPE		\$0.08								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PEIPE		\$0.17								
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect				PEIPF		\$0.69								
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect				PEIPG		\$4.74								
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect				PEIPH		\$32.02								
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect				PEIB2		\$40.48								
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect				PEIB4		\$653.83	\$653.83							
		Collocation - Cable Records - per request				PEICR		\$1518.97	\$976.22	\$265.99						
		Collocation - Cable Records - VGD50 Cable, per cable record *				PR1CD		\$653.83	\$378.24	\$378.24						
		Collocation - Cable Records - DS1, per 100 pair *				PEICO		\$9.62	\$11.79	\$11.79						
		Collocation - Cable Records - DS1, per 1T1E *				PEICI		\$4.60	\$5.52	\$5.52						
		Collocation - Cable Records - DS3, per 1T1E *				PEIC3		\$15.75	\$19.32	\$19.32						
		Collocation - Cable Records - Fiber Cable, per cable record *				PEICB		\$168.97	\$154.25	\$154.25						

CATEGORY	NOTE	RATE ELEMENT	Inches Indicators	Zone	BCS	USOC	RATES				OSS RATES					
							Nonmeasuring		Disconnect	Sve Order Submitted Manually per LSR	Sve Order Submitted Elec per LSR	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-1st	Incremental Charge - Manual Sve Order vs. Electronic-1st
							Per	Per								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PEIBT	\$33.85	\$21.45								
		Physical Collocation - Security Escort - Overtime, per Hour			CLO	PEIOT	\$44.09	\$27.71								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PEIPT	\$54.33	\$33.96								
ADJACENT COLLOCATION																
		Adjacent Collocation - Special Charge per Sq. Ft.			CLO	PEIJA	\$0.2842									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PEIJC	\$5.44									
		Adjacent Collocation - 2-Min Cross-Connects			CLO	PEIP2	\$0.0593	\$24.95				\$1.53	\$1.53	\$1.53	\$1.53	\$10.67
		Adjacent Collocation - 4-Min Cross-Connects			UEA, JHL, JDL, JCL, CLO	PEIP4	\$0.1198	\$25.14				\$1.53	\$1.53	\$1.53	\$12.15	\$10.93
		Adjacent Collocation - DS1 Cross-Connects			USL, CLO	PEIP1	\$1.04	\$44.19				\$1.53	\$1.53	\$1.53	\$11.93	\$10.81
		Adjacent Collocation - DS3 Cross-Connects			CLO	PEIP3	\$14.12	\$41.93				\$1.53	\$1.53	\$1.53	\$13.71	\$11.04
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PEIP2	\$2.39	\$41.93				\$1.53	\$1.53	\$1.53	\$13.71	\$11.05
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PEIF4	\$4.57	\$51.14				\$1.53	\$1.53	\$1.53	\$17.56	\$15.29
		Adjacent Collocation - Application Fee			CLO	PEIJB		\$1,555.0000								
		Adjacent Collocation - 120V, Single Phase Standby Power			CLO	PEIFB	\$5.39									
		Rate per AC Breaker Amp			CLO	PEIFD	\$10.79									
		Adjacent Collocation - 240V, Three Phase Standby Power			CLO	PEIFE	\$16.18									
		Rate per AC Breaker Amp			CLO	PEIFG	\$37.37									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee *			CLO	PEIRA	\$608.17	\$323.44								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PEIRB	\$224.82									
		Physical Collocation in the Remote Site - Security Access -			CLO	PEIRD	\$25.88									
		Physical Collocation in the Remote Site - Space Availability			CLO	PEISR	\$229.02									
		Physical Collocation in the Remote Site - Remote Site CLI			CLO	PEIRE	\$74.22									
		Code Request per CLI Code Requested *														
		* Interim rates which are subject to true-up.														
		NOTE: If Security Escort and/or Audit Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

BELLSOUTH / CLEC-1 RATES
Collocation
Florida

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES				
							Rec	First	Add'l	Nonrecurring Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Electronically per LSR	Incremental Charge - Manual Sec Order vs. Electronic-1st	Incremental Charge - Manual Sec Order vs. Electronic-Add'l	Incremental Charge - Manual Sec Order vs. Electronic-Disc Add'l
PHYSICAL COLLOCATION															
		Physical Collocation - Application Fee - Initial													
		Physical Collocation - Application Fee - Subsequent			CLO	PEIBA		\$3,791.00							
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PEICA		\$3,160.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PEISJ		\$1,211.00							
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cableless			CLO	PEISK		\$2.58							
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cableless			CLO	PEISL		\$2.96							
		Physical Collocation - Cable Installation			CLO	PEISM		\$100.66							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PEIBD		\$1,826.00							
		Physical Collocation - Cable Support Structure			CLO	PEIPJ		\$6.57							
		Physical Collocation - Power per Fused Amp			CLO	PEIPM		\$21.66							
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PEIPL		\$9.86							
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PEIFB		\$5.82							
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PEIFD		\$11.26							
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PEIFE		\$16.88							
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PEIFG		\$38.98							
		Physical Collocation - 2-Wire Cross-Connects			UEANLUEAU	PEIP2		\$0.074	\$34.53				\$32.51		
		Physical Collocation - 4-Wire Cross-Connects			HL,UCL,UEQ	PEIP4		\$0.148	\$34.54				\$32.53		
		Physical Collocation - DS1 Cross-Connects			CLO	PEIP1		\$1.29	\$54.15				\$40.94		
		Physical Collocation - DS3 Cross-Connects			CLO	PEIP3		\$17.48	\$53.28				\$39.65		
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PEIP2		\$2.96	\$53.28				\$39.68		
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PEIP4		\$5.66	\$66.08				\$52.47		
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PEIBW		\$205.93							
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. Per Assignable Sq. Ft.			CLO	PEICW		\$20.20							
		Physical Collocation - Security System Per Central Office Card Activation, per Card			CLO	PEIAX		\$0.0113							
		Physical Collocation - Security Access System - New Access Change, existing Access Card, per Card			CLO	PEIA1		\$0.06	\$56.03				\$56.03		
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PEIAA		\$15.71					\$15.71		
		Physical Collocation - Security Access - Initial Key, per Key or Stolen Key, per Key			CLO	PEIAR		\$45.93					\$45.93		
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PEIAK		\$26.41					\$26.41		
		Physical Collocation - Space Availability Report per premises			CLO	PEIAL		\$26.41					\$26.41		
		Collocation Cable Records - per request			CLO	PEISR		\$2,168.00					\$2,168.00		
		Collocation Cable Records - VGDSD Cable, per cable pair			CLO	PEICD		\$1,709.00					\$1,709.00		
		Collocation Cable Records - VGDSD Cable, per each 100 pair			CLO	PR1CD		\$923.86					\$923.86		
		Collocation Cable Records - DS1, per T1/E1			CLO	PEICD		\$18.03					\$18.03		
		Collocation Cable Records - DS3, per T3/E3			CLO	PEIC1		\$8.44					\$8.44		
		Collocation Cable Records - Fiber Cable, per cable record			CLO	PEIC3		\$29.54					\$29.54		
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PEICB		\$279.05					\$279.05		
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PEIBQ		\$10.89					\$10.89		
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PEIOQ		\$13.64					\$13.64		
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PEIPQ		\$16.40					\$16.40		
ADJACENT COLLOCATION															
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA		\$0.182							
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC		\$6.70							
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2		\$0.074	\$34.53				\$32.51		

BELLSOUTH/CLEC-1 RATES
Collocation
Florida

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BOS	USOC	RATES		OSS RATES							
							Nonrecurring	Nonrecurring	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt	Incremental Charge - Manual Svc Order vs. Electronic-Advt
							Per Ft	Per Ft	Per LSR	Per LSR	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UOL	PE1P4			\$0.148	\$34.54						
		Adjacent Collocation - DS1 Cross-Connects			UOL,CLO	PE1P1			\$1.29	\$54.15						
		Adjacent Collocation - DS3 Cross-Connects			UOL,CLO	PE1P3			\$17.48	\$53.28						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2			\$2.96	\$39.66						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4			\$5.66	\$66.08						
		Adjacent Collocation - Application Fee			CLO	PE1JB			\$2.877.00							
		Adjacent Collocation - 120V Single Phase Standby Power			CLO	PE1FB			\$5.62							
		Adjacent Collocation - 240V Single Phase Standby Power			CLO	PE1FD			\$11.26							
		Adjacent Collocation - 120V Three Phase Standby Power			CLO	PE1FE			\$16.88							
		Adjacent Collocation - 277V Three Phase Standby Power			CLO	PE1FG			\$38.98							
		PHYSICAL COLLOCATION IN THE REMOTE SITE														
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA			\$874.14							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB			\$232.50							
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD			\$26.20							
		Physical Collocation in the Remote Site - Space Availability			CLO	PE1SR			\$231.45							
		Physical Collocation in the Remote Site - Remote Site CLU Code Request, per CLU Code Requested *			CLO	PE1RE			\$75.13							
		* Interim rates which are subject to true-up.														
		NOTE: If Security Escort and/or Advt Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

BELLSOUTH / CLEC-1 RATES
Collocation
Georgia

Attachment 4
Exhibit A
Rates - Page 5

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES					
							Nonrecurring		Disconnect	Add'l	Svc Order Submitted Manual per LBR	Svc Order Submitted per LBR	Incremental Charge - Manual Electronic-1st	Incremental Charge - Manual Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							First	Add'l								
PHYSICAL COLLOCATION							Reg				SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Application Fee - Initial				PEIBA										
		Physical Collocation - Application Fee - Subsequent				PEICA										
		Physical Collocation - Space Preparation Fee Per Square Ft.				PEIBB	\$3,755.00	\$3,755.00								
		Physical Collocation - Cable Installation				PEIBD	\$3,130.00	\$3,130.00								
		Physical Collocation - Floor Space per Sq. Ft.				PEIPJ	\$100.00	\$100.00								
		Physical Collocation - Floor Space - Zone B per Sq. Ft.				PEIPK	\$1,693.00	\$1,693.00								
		Physical Collocation - Cable Support Structure				PEIPM	\$4.47									
		Physical Collocation - Power per Fused Amp				PEIPL	\$4.47									
		Physical Collocation - 120V, Single Phase Standby Power Rate				PEIFB	\$5.00									
		Physical Collocation - 240V, Single Phase Standby Power Rate				PEIFD	\$5.52									
		Physical Collocation - 120V, Three Phase Standby Power Rate				PEIFE	\$11.05									
		Physical Collocation - 277V, Three Phase Standby Power Rate				PEIFG	\$16.58									
							\$38.27									
					UEANLUEAU DN,UDCJUALU HL,UCLUEQ	PEIP2	\$0.030	\$33.76						\$31.86		
		Physical Collocation - 2-Wire Cross-Connects				PEIP4	\$0.061	\$33.77						\$31.80		
		Physical Collocation - 4-Wire Cross-Connects				PEIP1	\$1.13	\$53.05						\$53.98		
		Physical Collocation - DS3 Cross-Connects				PEIP3	\$14.43	\$52.14						\$58.71		
		Physical Collocation - 2-Fiber Cross-Connect				PEIP2	\$2.88	\$52.14						\$58.72		
		Physical Collocation - 4-Fiber Cross-Connect				PEIP4	\$5.08	\$64.74						\$51.31		
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				PEIBW	\$187.36									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.				PEICW	\$18.38									
		Physical Collocation - Security Access System - Security System per Central Office				PEIAX	\$40.00									
		Physical Collocation - Security Access System - New Access Card Activation, per Card				PEIA1	\$0.058	\$55.51						\$55.51		
		Physical Collocation - Security Access System - Administrative Change, Issuing Access Card, per Card				PEIAA	\$15.56	\$15.56						\$15.56		
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				PEIAR	\$45.50	\$45.50						\$45.50		
		Physical Collocation - Security Access - Initial Key, per Key				PEIAK	\$26.16	\$26.16						\$26.16		
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				PEIAL	\$26.16	\$26.16						\$26.16		
		Physical Collocation - Space Availability Report per premises				PEISR	\$2,148.00	\$2,148.00						\$2,148.00		
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PEIPE	\$0.40									
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect				PEIPE	\$1.20									
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect				PEIPG	\$1.20									
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect				PEIPH	\$8.00									
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect				PEIB2	\$38.79									
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect				PEIB4	\$52.31									
		Collocation Cable Records - per request *				PEICD	\$1,708.00	\$1,164.00						\$1,164.00		
		Collocation Cable Records - VG/DSO Cable, per cable record				PEICO	\$922.38	\$922.38						\$922.38		
		Collocation Cable Records - DS1, per T1/E1 *				PEICI	\$18.00	\$18.00						\$18.00		
		Collocation Cable Records - DS3, per T3/E3 *				PEIC3	\$8.43	\$8.43						\$8.43		
		Collocation Cable Records - Fiber Cable, per cable record *				PEICB	\$278.61	\$278.61						\$278.61		
		Physical Collocation - Security Escort - Basic, per Half Hour				PEIBT	\$53.81	\$21.42						\$21.42		
		Physical Collocation - Security Escort - Overtime, per Half Hour				PEIOT	\$44.03	\$27.67						\$27.67		

BELLSOUTH / CLEC-1 RATES
Collocation
Georgia

CATEGORY	NOTE	RATE ELEMENT	Interim Increase	Zone	BOS	USOC	RATES		OSS RATES					
							Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st
							First	Adtl						
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PEIPT	\$54.26	\$39.92						
ADJACENT COLLOCATION		Adjacent Collocation - Spaces Charge per Sq. Ft.			CLO	PEIUA	\$0.119							
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PEIUC	\$5.76							
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PEIP2	\$0.03	\$33.76						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL, UCL,CLO	PEIP4	\$0.061	\$33.77						
		Adjacent Collocation - DS1 Cross-Connects			UCL,CLO	PEIP1	\$1.13	\$53.05						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PEIP3	\$14.43	\$52.14						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PEIP2	\$2.66	\$52.14						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PEIFA	\$5.08	\$84.74						
		Adjacent Collocation - Application Fee			CLO	PEIUB		\$3,150.00						
		Rate per AC Breaker Amp			CLO	PEIFB	\$5.52							
		Adjacent Collocation - 240V Single Phase Standby Power			CLO	PEIFD	\$11.05							
		Rate per AC Breaker Amp			CLO	PEIFE	\$16.58							
		Adjacent Collocation - 120V Three Phase Standby Power			CLO	PEIFE								
		Rate per AC Breaker Amp			CLO	PEIFG	\$38.27							
PHYSICAL COLLOCATION IN THE REMOTE SITE														
		Physical Collocation in the Remote Site - Application Fee *			CLO	PEIRA	\$391.61	\$391.61						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PEIRB	\$224.82							
		Physical Collocation in the Remote Site - Security Access Key *			CLO	PEIRD	\$25.88	\$25.88						
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PEISR	\$229.02	\$229.02						
		Physical Collocation in the Remote Site - Remote Site OLI Code Request per OLI Code Requested *			CLO	PEIRE	\$74.22	\$74.22						
		* Interim rates which are subject to true-up.												
		NOTE: If Security Escort and/or Adtl Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.												

BELLSOUTH / CLEC-1 RATES
Collocation
Kentucky

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BOS	USOC	RATES				OSS RATES					
							Nonrecurring		First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
							Rec	First								
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial														
		Physical Collocation - Application Fee - Subsequent				PE1BA		\$3,761.00								
		Physical Collocation - Space Preparation - Firm Order Processing				PE1CA		\$3,135.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				PE1SJ		\$1,202.00								
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cat5e/6				PE1SK		\$2.38								
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cat5e/6				PE1SL		\$3.30								
		Physical Collocation - Cable Installation				PE1SM		\$112.11								
		Physical Collocation - Floor Space per Sq. Ft.				PE1BD		\$1,755.00								
		Physical Collocation - Cable Support Structure				PE1PJ		\$8.20								
		Physical Collocation - Power per Fused Amp				PE1PM		\$20.14								
		Physical Collocation - 120V, Single Phase Standby Power Rate				PE1PL		\$8.77								
		Physical Collocation - 240V, Single Phase Standby Power Rate				PE1FB		\$5.58								
		Physical Collocation - 120V, Three Phase Standby Power Rate				PE1FD		\$11.16								
		Physical Collocation - 277V, Three Phase Standby Power Rate				PE1FE		\$16.74								
		Physical Collocation - 277V, Three Phase Standby Power Rate				PE1FG		\$38.65								
		Physical Collocation - 2-Wire Cross-Connects			UEANLUEAU	PE1P2		\$0.037								
		Physical Collocation - 4-Wire Cross-Connects			DNLUDCJUALU	PE1P4		\$0.075								
		Physical Collocation - DS1 Cross-Connects			HLUCLUEQ	PE1P1		\$1.51								
		Physical Collocation - DS3 Cross-Connects				PE1P3		\$18.15								
		Physical Collocation - 2-Fiber Cross-Connect				PE1F2		\$3.80								
		Physical Collocation - 4-Fiber Cross-Connect				PE1F4		\$6.75								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				PE1BW		\$189.85								
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.				PE1CW		\$18.62								
		Physical Collocation - Security Access System - Security System per Central Office				PE1AX		\$78.11								
		Physical Collocation - Security Access System - New Access Card Activation, per Card				PE1A1		\$0.059								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card				PE1AA		\$15.59								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				PE1AR		\$45.58								
		Physical Collocation - Security Access - Initial Key, per Key				PE1AK		\$26.20								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				PE1AL		\$26.20								
		Physical Collocation - Space Availability Report per premises				PE1SR		\$2,151.00								
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL-CLO	PE1PE		\$0.06								
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect				PE1PF		\$0.15								
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect				PE1PG		\$0.58								
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect				PE1PH		\$4.51								
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect				PE1B2		\$38.79								
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect				PE1B4		\$52.31								
		Collocation Cable Records - per request *				PE1CR										
		Collocation Cable Records - VDSL Cable, per cable pair *				PE1CD		\$1,709.00								
		Collocation Cable Records - DS1, per 1111E *				PE1CO		\$923.83								
		Collocation Cable Records - DS3, per 1111E *				PE1C1		\$18.03								
		Collocation Cable Records - DS3, per 1111E *				PE1C3		\$8.44								
		Collocation Cable Records - Fiber Cable, per cable record *				PE1CB		\$279.05								

BELLSOUTH/CLEC-1 RATES
Collocation
Kentucky

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BOS	USOC	RATES				OSS RATES					
							Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted per USOC	Svc Order Submitted Manually per USOC	Incremental Charge - Manual Electronic-Dis Electronic-Dis Electronic-Dis	Incremental Charge - Manual Electronic-Dis Electronic-Dis	Incremental Charge - Manual Electronic-Dis Electronic-Dis	Incremental Charge - Manual Electronic-Dis Electronic-Dis
							Rec	First	Adt	First	Adt	SONEC	SONAN	SONAN	SONAN	SONAN
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PEIBT		\$33.86	\$21.46							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PEIOT		\$44.10	\$27.72							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PEIPT		\$54.35	\$33.97							
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PEIJA	\$0.018									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PELIC	\$6.01									
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PEIP2	\$0.037	\$33.87	\$31.78							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL	PEIP4	\$0.075	\$33.86	\$31.70							
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PEIP1	\$1.51	\$52.97	\$39.9							
		Adjacent Collocation - DS3 Cross-Connects			CLO	PEIP3	\$19.15	\$52.04	\$38.62							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PEIF2	\$3.8	\$52.04	\$38.62							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PEIF4	\$6.75	\$54.59	\$51.18							
		Adjacent Collocation - Application Fee			CLO	PEIJB	\$3,155.00									
		Rate per AC Breaker Amp			CLO	PEIFB	\$5.58									
		Rate per AC Breaker Amp			CLO	PEIFD	\$11.16									
		Rate per AC Breaker Amp			CLO	PEIFE	\$16.74									
		Rate per AC Breaker Amp			CLO	PEIFG	\$38.65									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee *			CLO	PEIRA		\$88.91	\$68.91							
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PEIRB	\$224.41									
		Physical Collocation in the Remote Site - Security Access -			CLO	PEIRD		\$26.80	\$26.80							
		Physical Collocation in the Remote Site - Space Availability			CLO	PEISR		\$231.82	\$231.82							
		Physical Collocation in the Remote Site - Remote Site CLI			CLO	PEIRE		\$75.13	\$75.13							
		Code Request, per CLI Code Requested *														
		* Interim rates which are subject to true-up.														
		NOTE: If Security Escort and/or Adt Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

BELLSOUTH / CLEC-1 RATES
Collocation
Louisiana

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BOS	USOC	RATES				OSS RATES				
							Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-116	Incremental Charge - Manual Svc Order vs. Electronic-116	Incremental Charge - Manual Svc Order vs. Electronic-116	Incremental Charge - Manual Svc Order vs. Electronic-116	Incremental Charge - Manual Svc Order vs. Electronic-116
							Rec	Per							
PHYSICAL COLLOCATION															
		Physical Collocation - Application Fee - Initial													
		Physical Collocation - Application Fee - Subsequent													
		Physical Collocation - Space Preparation - Firm Order													
		Physical Collocation - Space Preparation - C.O. Modification													
		Physical Collocation - Space Preparation - Common													
		Physical Collocation - Space Preparation - Common													
		Physical Collocation - Cable Installation													
		Physical Collocation - Floor Space per Sq. Ft.													
		Physical Collocation - Cable Support Structure													
		Physical Collocation - Power per Fused Amp													
		Physical Collocation - 120V, Single Phase Standby Power													
		Physical Collocation - 240V, Single Phase Standby Power													
		Physical Collocation - 120V, Three Phase Standby Power													
		Physical Collocation - 277V, Three Phase Standby Power													
		Physical Collocation - 2-Wire Cross-Connects													
		Physical Collocation - 4-Wire Cross-Connects													
		Physical Collocation - DS1 Cross-Connects													
		Physical Collocation - DS3 Cross-Connects													
		Physical Collocation - 2-Fiber Cross-Connect													
		Physical Collocation - 4-Fiber Cross-Connect													
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.													
		Physical Collocation - Welded Wire Cage - Add 50 Sq. Ft.													
		Physical Collocation - Security Access System - Security													
		Physical Collocation - Security Access System - New Access													
		Physical Collocation - Security Access System - Administrative													
		Physical Collocation - Security Access System - Replace													
		Physical Collocation - Security Access System - Replace													
		Physical Collocation - Security Access - Initial Key, per Key													
		Physical Collocation - Security Access - Key, Replace Lost													
		Physical Collocation - Security Access - Key, Replace Lost													
		Physical Collocation - Space Availability Report per premises													
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-													
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-													
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-													
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-													
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-													
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-													
		Collocation Cable Records - per request *													
		Collocation Cable Records - VODSO Cable, per cable													
		Collocation Cable Records - VODSO Cable, per each 100													
		Collocation Cable Records - DS1, per T1T1E *													
		Collocation Cable Records - DS3, per T3T1E *													
		Collocation Cable Records - Fiber Cable, per cable record *													

BELLSOUTH / CLEC - 1 RATES
Collocation
Louisiana

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	B/C/S	USOC	RATES				OSS RATES					
							Nonrecurring		Nonrecurring		Svc Order Submitted Manual per LSP	Svc Order Submitted Manual per LSP	Incremental Charge - Manual Svc Order vs. Electronic-Disc Order	Incremental Charge - Manual Svc Order vs. Electronic-Disc Order	Incremental Charge - Manual Svc Order vs. Electronic-Disc Order	Incremental Charge - Manual Svc Order vs. Electronic-Disc Order
							Rec	First	Advt	First						
		Physical Collocation - Security Escort - Basic per Half Hour			CLO	PEIBT		\$33.97		\$21.53						
		Physical Collocation - Security Escort - Overtime per Half Hour			CLO	PEIOT		\$44.25		\$27.81						
		Physical Collocation - Security Escort - Premium per Half Hour			CLO	PEIPT		\$54.53		\$34.09						
ADJACENT COLLOCATION		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.062									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.41									
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.036	\$33.61		\$31.76						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA/JHL/JDL	PE1P4	\$0.073	\$33.53		\$31.58						
		Adjacent Collocation - DS1 Cross-Connects			UCL/CLO	PE1P1	\$1.2	\$52.80		\$39.76						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$15.26	\$51.86		\$38.49						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	\$3.03	\$51.86		\$38.49						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.38	\$54.36		\$50.99						
		Adjacent Collocation - Application Fee			CLO	PE1JB	\$3,151.00									
		Rate per AC Breaker Amp			CLO	PE1FB	\$5.66									
PHYSICAL COLLOCATION IN THE REMOTE SITE		Adjacent Collocation - 240V, Single Phase Standby Power			CLO	PE1FD	\$11.34									
		Rate per AC Breaker Amp			CLO	PE1FE	\$17.00									
		Adjacent Collocation - 120V, Three Phase Standby Power			CLO	PE1FE	\$17.00									
		Rate per AC Breaker Amp			CLO	PE1FG	\$39.26									
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$668.25		\$668.25						
		Collocated Space in the Remote Site per Bay/Rack - Access - Key *			CLO	PE1RB	\$257.01									
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$26.16		\$26.16						
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$231.49		\$231.49						
		Physical Collocation in the Remote Site - Remote Site CLI Code Request per CLI Code Requested *			CLO	PE1RE		\$75.02		\$75.02						
		* Interim rates which are subject to true-up.														
NOTE: If Security Escort and/or Advt Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

BELLSOUTH / CLEC-1 RATES
Collocation
Mississippi

Attachment 4
Exhibit A
Rates - Page 11

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USCC	RATES				OSS RATES					
							Rec	Frt	Nonrecurring A&T	Nonrecurring Disconnect	Svc Order Submitted Bsc Per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Net	Incremental Charge - Manual Svc Order vs. Electronic-Net	Incremental Charge - Manual Svc Order vs. Electronic-Net	Incremental Charge - Manual Svc Order vs. Electronic-Net
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial														
		Physical Collocation - Application Fee - Subsequent				PE1BA			\$3,755.00							
		Physical Collocation - Space Preparation - Firm Order Processing				PE1CA			\$3,130.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				PE1SU			\$1,200.00							
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Capless				PE1SK		\$2.61								
		Physical Collocation - Space Preparation - Common Systems Modification per Cable				PE1SL		\$2.88								
		Physical Collocation - Cable Installation				PE1SM		\$97.85								
		Physical Collocation - Floor Space per Sq. Ft.				PE1BD			\$1,871.00							
		Physical Collocation - Cable Support Structure				PE1PJ		\$6.53								
		Physical Collocation - Power per Fused Amp				PE1PM		\$19.90								
		Physical Collocation - 120V Single Phase Standby Power Rate				PE1PL		\$8.96								
		Physical Collocation - 240V Single Phase Standby Power Rate				PE1FB		\$5.61								
		Physical Collocation - 120V Three Phase Standby Power Rate				PE1FD		\$11.23								
		Physical Collocation - 277V Three Phase Standby Power Rate				PE1FE		\$16.84								
		Physical Collocation - 277V Three Phase Standby Power Rate				PE1FG		\$38.89								
		Physical Collocation - 2-Wire Cross-Connects			UEANLUEAU DNLUCCUALU HLUCLUEQ	PE1P2		\$0.038	\$33.65							
		Physical Collocation - 4-Wire Cross-Connects				PE1P4		\$0.076	\$33.46							
		Physical Collocation - DS1 Cross-Connects				PE1P1		\$1.30	\$27.73							
		Physical Collocation - DS3 Cross-Connects				PE1P3		\$16.55	\$51.78							
		Physical Collocation - 2-Fiber Cross-Connect				PE1P2		\$3.28	\$51.78							
		Physical Collocation - 4-Fiber Cross-Connect				PE1P4		\$5.83	\$64.27							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				PE1BW		\$208.30								
		Physical Collocation - Welded Wire Cage - Addt 50 Sq. Ft.				PE1CW		\$20.43								
		Physical Collocation - Security Access System - Security System per Central Office				PE1AX		\$85.54								
		Physical Collocation - Security Access System - New Access Card Activation, per Card				PE1A1		\$0.061	\$55.50							
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card				PE1AA			\$15.56							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				PE1AR			\$45.50							
		Physical Collocation - Security Access - Initial Key, per Key				PE1AK			\$26.16							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				PE1AL			\$26.16							
		Physical Collocation - Space Availability Report per premises				PE1SR			\$2,147.00							
		POT Bay Arrangements prior to 8/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANLUEAU	PE1PE		\$0.1195								
		POT Bay Arrangements prior to 8/1/99 - 4-Wire Cross-Connect, per cross-connect				PE1PF		\$0.2389								
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect				PE1PG		\$0.9862								
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect				PE1PH		\$5.81								
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect				PE1B2		\$38.79								
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect				PE1B4		\$52.31								
		Collocation Cable Records - per request				PE1CR			\$1,164.00							
		Collocation Cable Records - VGD50 Cable, per cable record				PR1CD			\$922.28							
		Collocation Cable Records - VGD50 Cable, per each 100 pair				PE1CO			\$18.00							
		Collocation Cable Records - DS1, per T1T1E				PE1C1			\$8.42							
		Collocation Cable Records - DS3, per T3T3E				PE1C3			\$29.49							
		Collocation Cable Records - Fiber Cable, per cable record				PE1CB			\$278.58							

* Interim rates which are subject to true-up.

BELLSOUTH / CLEC-1 RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	ECS	USOC	RATES				OSS RATES					
							Nonrecurring		Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1T	Incremental Charge - Manual Svc Order vs. Electronic-1T	Incremental Charge - Manual Svc Order vs. Electronic-1T	Incremental Charge - Manual Svc Order vs. Electronic-1T
							Rec	First	Adst	Adst	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION		Physical Collocation - Application Fee - Initial														
		Physical Collocation - Application Fee - Subsequent														
		Physical Collocation - Space Preparation - C.O. Modification per square ft.														
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cables														
		Physical Collocation - Space Preparation - Common Systems Modification per Cable														
		Space Preparation Fees - Power Per Nominal -48V Dc Amp														
		Physical Collocation - Cable Installation														
		Physical Collocation - Floor Space per Sq. Ft.														
		Physical Collocation - Cable Support Structure														
		Physical Collocation - Power per Fused Amp														
		Physical Collocation - 120V Single Phase Standby Power Rate														
		Physical Collocation - 240V Single Phase Standby Power Rate														
		Physical Collocation - 120V Three Phase Standby Power Rate														
		Physical Collocation - 277V Three Phase Standby Power Rate														
		Physical Collocation - 2-Wire Cross-Connects														
		Physical Collocation - 4-Wire Cross-Connects														
		Physical Collocation - DS1 Cross-Connects														
		Physical Collocation - DS3 Cross-Connects														
		Physical Collocation - 2-Fiber Cross-Connect														
		Physical Collocation - 4-Fiber Cross-Connect														
		Physical Collocation - Welded Wire Cable - First 100 Sq. Ft.														
		Physical Collocation - Welded Wire Cable - Adst 50 Sq. Ft.														
		Physical Collocation - Security Access System - Security System per Central Office														
		Physical Collocation - Security Access System - New Access Card Activation, per Card														
		Physical Collocation - Security Access System - Administrative Change, existing Access Card per Card														
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card														
		Physical Collocation - Security Access - Initial Key, per Key														
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key														
		Physical Collocation - Source Availability Report per premise														
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect														
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect														
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect														
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect														
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect														
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect														
		Collocation Cable Records - per record *														
		Collocation Cable Records - VGD50 Cable, per cable record *														
		Collocation Cable Records - VGD50 Cable, per each 100 pair *														
		Collocation Cable Records - DS1, per 1T1E *														
		Collocation Cable Records - DS3, per 1T1E *														
		Collocation Cable Records - Fiber Cable, per cable record *														

BELLSOUTH/CLEC-1 RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BGS	USOC	RATES		OSS RATES					
							Rec	Nonrecurring	Disconnect	Sve Order Submitted Manual per USR	Sve Order Submitted Manual per USR	Incremental Charge - Manual Sve Order vs. Electronic-Dis connect	Incremental Charge - Manual Sve Order vs. Electronic-Dis connect	Incremental Charge - Manual Sve Order vs. Electronic-Dis connect
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$42.92						
		Physical Collocation - Security Escort - Onsite, per Half Hour			CLO	PE1OT		\$54.51						
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$66.10						
ADJACENT COLLOCATION														
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1UA	\$0.179							
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.96							
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.32	\$41.78						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA/UNL/UDL	PE1P4	\$0.64	\$41.91						
		Adjacent Collocation - DS1 Cross-Connects			USL/CLO	PE1P1	\$2.34	\$71.02						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$42.84	\$69.64						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1P2	\$2.94	\$51.97						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.62	\$64.53						
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,153.00						
		Adjacent Collocation - 120V Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.5							
		Adjacent Collocation - 240V Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.01							
		Adjacent Collocation - 120V Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.51							
		Adjacent Collocation - 277V Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.12							
PHYSICAL COLLOCATION IN THE REMOTE SITE														
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$865.34						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$254.02							
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$26.06						
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$230.60						
		Physical Collocation in the Remote Site - Remote Site CLI Code Request per CLI Code Requested *			CLO	PE1RE		\$74.74						
		* Interim rates which are subject to true-up.												
		NOTE: If Security Escort and/or Additional Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.												

BELLSOUTH / CLEC-1 RATES
Collocation
South Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	B/C/S	USOC	RATES				OSS RATES				
							Res	First	Add'l	Advt	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-TR	Incremental Charge - Manual Svc Order vs. Electronic-TR	Incremental Charge - Manual Svc Order vs. Electronic-TR
PHYSICAL COLLOCATION		Physical Collocation - Application Fee - Initial													
		Physical Collocation - Application Fee - Subsequent													
		Physical Collocation - Space Preparation - Firm Order Processing													
		Physical Collocation - Space Preparation - C.O. Modification per square ft.													
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Capless													
		Physical Collocation - Space Preparation - Common Systems Modification per Cag													
		Physical Collocation - Cable Installation													
		Physical Collocation - Floor Space per Sq. Ft.													
		Physical Collocation - Cable Support Structure													
		Physical Collocation - Power per Fixed Amp													
		Physical Collocation - 120V, Single Phase Standby Power Rate													
		Physical Collocation - 240V, Single Phase Standby Power Rate													
		Physical Collocation - 120V, Three Phase Standby Power Rate													
		Physical Collocation - 277V, Three Phase Standby Power Rate													
		Physical Collocation - 2-Wire Cross-Connects													
		Physical Collocation - 4-Wire Cross-Connects													
		Physical Collocation - DS1 Cross-Connects													
		Physical Collocation - DS3 Cross-Connects													
		Physical Collocation - 2-Fiber Cross-Connect													
		Physical Collocation - 4-Fiber Cross-Connect													
		Physical Collocation - Welded Wire Cable - First 100 Sq. Ft.													
		Physical Collocation - Welded Wire Cable - Add'l 50 Sq. Ft.													
		Physical Collocation - Security Access System - Security System per Central Office													
		Physical Collocation - Security Access System - New Access Card Activation, per Card													
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card													
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card													
		Physical Collocation - Security Access - Initial Key, per Key													
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key													
		Physical Collocation - Space Availability Based per premises													
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect													
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect													
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect													
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect													
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect													
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect													
		Collocation Cable Records - per request *													
		Collocation Cable Records - VGI/DSO Cable, per cable record *													
		Collocation Cable Records - VGI/DSO Cable, per each 100 pair *													
		Collocation Cable Records - DS1, per T1TIE *													
		Collocation Cable Records - DS3, per T3TIE *													
		Collocation Cable Records - Fiber Cable, per cable record *													

BELLSOUTH / CLEC -1 RATES
Collocation
South Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	RCS	USOC	RATES				OSS RATES					
							Nonrecurring		First	Add'l	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
							Rec	First								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.92		\$21.50						
		Physical Collocation - Security Escort - Overtime, per Hour			CLO	PE1OT		\$44.19		\$27.77						
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.45		\$94.04						
ADJACENT COLLOCATION		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.094									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.40									
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.034	\$33.75		\$31.86						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA, UHL, UDL, UCL, CLO	PE1P4	\$0.068	\$33.71		\$31.75						
		Adjacent Collocation - DS1 Cross-Connects			CLO	PE1P3	\$14.21	\$52.11		\$38.68						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P2	\$2.82	\$52.11		\$38.68						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F4	\$5.01	\$64.69		\$51.26						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1JB		\$31.61.00								
		Adjacent Collocation - Application Fee			CLO	PE1FB	\$5.67									
		Rate per AC Breaker Amp			CLO	PE1FD	\$11.36									
		Rate per AC Breaker Amp			CLO	PE1FE	\$17.03									
		Rate per AC Breaker Amp			CLO	PE1FG	\$39.33									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		\$871.12		\$871.12						
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	\$246.44									
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		\$26.25		\$26.25						
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		\$232.25		\$232.25						
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *			CLO	PE1RE		\$75.27		\$75.27						
* Interim rates which are subject to true-up.																
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																