Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to Sprint's Bona Fide Application.

6.4.3 If Sprint makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth. Such re-evaluation of an application shall be completed promptly by BellSouth but in no event shall exceed the Application Response intervals as set forth in Section 6.3. Where such changes requested do not require assessment for provisioning and construction work by BellSouth, no Application Fee will be required. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee.

6.4.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.

6.4.5 BellSouth will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of BellSouth Security Training requirements.

6.4.6 Sprint must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Sprint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. For access requests subsequent to the accompanied site visit permitted in 6.3.2 above but prior to approval of Sprint's Access Control Request Form, BellSouth shall permit Sprint to access the Collocation Space accompanied by a security escort at Sprint's expense. Sprint must request escorted access at least three (3) business days prior to the date such access is desired, unless otherwise agreed to by the Parties.

6.5 Construction and Provisioning Interval.

6.5.1 In Kentucky and North Carolina, BellSouth will complete construction of 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; 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 Sprint 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 Sprint 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 Sprint 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 Sprint 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. BellSouth will use its best efforts to minimize the additional time required to condition collocation space and will inform Sprint of the time estimates as soon as possible.

6.5.1.1 To be considered a timely and accurate forecast, Sprint must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Remote Terminal CLLI, number of rack/bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.5.2 In Alabama, Georgia, Mississippi and South Carolina, 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 or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.5.3 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. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, BellSouth may seek an extension from the Florida PSC.

6.5.4 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, 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 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 elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

6.5.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Sprint installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.6 Augmentations.

6.6.1 In Florida, upon receipt of a Bona Fide Firm Order, BellSouth will complete Augments within forty-five (45) calendar days. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, BellSouth may seek an extension from the Florida PSC by giving written notice to the Florida PSC within thirty (30) calendar days from date BellSouth receives the Bona Fide Firm Order from Sprint.

6.6.2 In Georgia, BellSouth will complete simple augments, such as the placement of additional AC convenience outlets, or only a fuse change for additional DC power, within twenty (20) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. For minor augments, such as interconnection cabling arrangements where the infrastructure exists, BellSouth will complete said augments within forty-five (45) days from the receipt of the application Sprint's Bona Fide Firm Order. The interval for intermediate augments, consisting of additional interconnect panels/blocks, cabling DC Power arrangements, where minor infrastructure work is required, shall be sixty (60) days from BellSouth's receipt of Sprint's Bona Fide Firm Order. Within sixty (60) days of the execution of this agreement, the Parties shall meet to determine the specific augmentations that shall be included in the augmentation provisioning categories noted above (i.e., simple augments, minor augments and intermediate augments). If the Parties are unable to reach agreement, the Parties shall utilize the Dispute Resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

6.6.3 In Louisiana, BellSouth complete Augmentation requests within sixty (60) calendar days from the receipt of a Bona Fide Firm Order.

**6.6.4 For North Carolina, the parties acknowledge that the issue as to whether BellSouth should be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.**

6.6.5 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. BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Sprint with the estimated completion date in its Response.

6.6.5.1 If the BellSouth Remote Site Location does not have space immediately available or has space available but not enough to fulfill Sprint's request, BellSouth will permit Sprint to construct, at Sprint's own expense, a structure adjacent to BellSouth's remote terminal in accordance with the terms and conditions set forth in Section 3; provided, however, that Sprint's election to construct an adjacent arrangement shall not result in either of the above conditions being deemed to be a Denial of Application as set forth in Section 2.

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 seven (7) business days of the completion of finalized construction designs and specifications.

6.8 Acceptance Walk Through. Sprint and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.9 Use of BellSouth Certified Supplier. Sprint shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Sprint with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects**,** extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Sprint upon successful completion of installation. The BellSouth Certified Supplier shall bill Sprint directly for all work performed for Sprint 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 Sprint or any supplier proposed by Sprint.

6.10 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of alarms used to service Sprint's Remote Collocation Space. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

6.11 Basic Telephone Service. Upon request of Sprint, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.12 Virtual Remote Site Collocation Transition. 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, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.12.1 In the interim, BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth. For conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation (In Place), BellSouth will bill Sprint an Administrative Only Application Fee as set forth in Exhibit C for these charges.

6.12.2 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.

6.13 Cancellation. If, at anytime, Sprint cancels its order for the Collocation Space(s), Sprint will reimburse BellSouth for any reasonable and demonstrative expenses incurred up to the date that written notice of the cancellation is received. In no event

will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.14 Licenses. Sprint, 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.

6.15 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

**7. Rates and Charges**

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 30 days of the bill date.

7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Sprint's equipment. Sprint 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.

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for Sprint's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Sprint's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space and shall be based on the prorata share of the power required relative to the overall power requirements of the Premises. If the power requirements for Sprint'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.

7.3.1 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 Sprint's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Sprint'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 Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.5 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit C.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions.

7.5.1 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

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

7.6 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). Sprint will pay the late payment charge permitted by law assessed monthly on any balance which remains unpaid after the payment due date.

**8. Insurance**

8.1 Sprint 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 Insurance Rating of B ++ X (B ++ ten).

8.2 Sprint 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 ALL applicable policies 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 Sprint 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 All policies purchased by Sprint 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 the Premises and shall remain in effect for the term of this Attachment or until all of Sprint's property has been removed from the Premises, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.

8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) 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. Sprint shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 Sprint 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.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**9. Mechanics Liens**

9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, defend and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section.

**10. Inspections**

10.1 BellSouth shall conduct an inspection of Sprint’s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonably delay the activation of facilities between Sprint’s equipment and equipment of BellSouth. BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint 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 its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Premises. Sprint 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 Sprint name. BellSouth reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.

11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Premises, for the states/counties where the Sprint 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.

11.1.2 Sprint will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Sprint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Sprint 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 Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the event that Sprint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint 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).

11.1.4 For each Sprint employee requiring access to a BellSouth Premises pursuant to this agreement, Sprint 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, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint 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.

11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth Premises any employee of Sprint BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint 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. BST reserves the right to interview Sprint'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 Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that Sprint 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 the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Sprint 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 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.

## 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 Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, 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 Sprint'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 Sprint, 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. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Sprint has placed an Adjacent Arrangement pursuant to section 3.3, Sprint 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.

## 13. Eminent Domain

13.1 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 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 Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

**14. Nonexclusivity**

14.1 Sprint 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.

## MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of Sprint's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of Sprint's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna (e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. Sprint may, upon request, place a Global Positioning System (GPS) antenna and cabling on the roof pursuant to Section 12 of this Attachment.

The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. If applicable, BellSouth will provide a copy of the original FAA air space studies on the requested building including the FAA license application. In the event an FAA air space study does not exist, Sprint may file an FAA air space study on the building where the microwave arrangement is being requested. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. Sprint accepts the responsibility of determining unobstructed line-of-sight at any location where Sprint applies for Microwave Collocation.

## 1. PROVISIONING PROCESS AND FEES

### A. **Initial Site Visit**

Sprint will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) Sprint wishes to visit for potential Microwave Collocation. Such site visit consists of Sprint representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. Sprint will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate Sprint to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of Sprint's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

Sprint will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary which BellSouth shall provide Sprint advance notice of, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to Sprint at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near

the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact Sprint in an effort to discuss possible alternatives.

B. **Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of Attachment 4 of this Agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of Attachment 4 of this Agreement.

Sprint shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 7 of Attachment 4 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where Sprint seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

Sprint shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within Sprint's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude and Longitude in NAD 83, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- Weight and configuration
- Other relevant information as identified at the initial site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where Sprint requests Microwave Collocation. Sprint will bear the reasonable cost of the inspection including reasonable travel cost if any.
BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides Sprint with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide Sprint a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to Sprint's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to sub-Section 7.5 of Attachment 4 of this Agreement.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.8 of Attachment 4 of this Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that Sprint may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide Sprint an estimate for such microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from Sprint a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation, or in Exhibit 4C of this Agreement.

The estimate shall reflect the specifications submitted by Sprint and may change based on the actual field conditions encountered during construction.

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material

and/or assisting Sprint in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting Sprint in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by Sprint's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction*:***

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to Sprint.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Attachment in Exhibit B. Sprint is limited building and structural support constraints for determining the number of antenna (e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna (e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by a BellSouth Certified Structural Engineer at Sprint's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antennae, Sprint will not be allowed to place such microwave antenna (e). Sprint agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to Sprint, or the date Sprint first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with Sprint to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and Sprint shall accept, reject or request changes within such time period, unless an extension is requested in writing by Sprint and agreed to by BellSouth. Such extension will not exceed thirty (30) days unless otherwise agreed to by the parties. To accept an estimate, Sprint shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work Payment requirements will be commensurate with Section 7.1 of Attachment 4 of this Agreement.

D. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a

maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

Sprint shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. Sprint shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. **Use Permits**:

Sprint shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. Sprint shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

## 2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and Sprint hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) Sprint Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to Sprint's Microwave Collocation equipment shall remain in Sprint as the property of Sprint and shall not become fixtures to BellSouth's property.

## 3. RESPONSIBILITY OF THE PARTIES

A. Sprint shall obtain and BellSouth will provide assistance as necessary to obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain Sprint's facilities during the Term of this Agreement.

B. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include Sprint as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify Sprint from losses, costs and expenses incurred as a result of contractor's work. Sprint hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that Sprint shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

C. Notwithstanding any other provision of this Attachment, Sprint hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). Sprint shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, Sprint's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

D. In the event Sprint desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, Sprint shall submit a new application with fee to BellSouth specifying the new location Sprint proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

E. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. Sprint's Insurance Obligations

Pursuant to Section 8 of Attachment 4 of this Agreement.

G. At its sole cost and expense, Sprint shall maintain Sprint's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, Sprint shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If Sprint shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on Sprint's behalf. In such event, Sprint shall be liable to BellSouth for the reasonable and demonstrable cost of such work.

## 4. SECURE ACCESS

Pursuant to Section 11 of Attachment 4 of this Agreement.

## 5 CABLE PROVISIONING

Sprint is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

## 6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with Sprint in determining suitable space for Sprint equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, Sprint is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs Sprint's existing line of sight, BellSouth will work with Sprint to move the antenna mount or raise the height of the antenna mount for a clear line of

sight prior to the obstruction occurring. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

## 7. ANTENNA MODIFICATIONS

Sprint is limited to building and structural support constraints for determining the number of antenna (e) which can be placed on a roof mount, pipe stand, or parapet mount. Sprint must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. Sprint may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by Sprint of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit 4C of Attachment 4 of this Agreement.

## 8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

## 9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of Sprint's facilities or equipment or the installation of Sprint's facilities or equipment does not meet the requirements outlined in this Agreement, Sprint will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If Sprint fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within thirty (30) days' written notice to Sprint, BellSouth may have the facilities or equipment removed or the condition corrected at Sprint's expense.

Removal of Microwave Collocation equipment shall be pursuant to provision 4.3 in the Collocation Agreement.

## 10. NATURE OF USE

Sprint equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of Sprint's microwave equipment shall comply with all applicable federal and state RF guidelines.

## 11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by Sprint to provide power or environmental support to the roof space, Sprint will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision 7.4 of Attachment 4 of this Agreement will apply.

## 12. GROUNDING AND BONDING

Sprint at its expense will insure that any microwave equipment or Global Positioning System equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth standards which shall be at a minimum consistent with industry standards. BellSouth agrees to provide its best efforts to approve the standard grounding runs placed in the building and that grounding and bonding requirements shall be applied at parity to itself and other interconnectors for similar types of equipment.

## 13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

## MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

### Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review

Permitting Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

5) **Roof Penetration (if required)**

**Recurring charges - Relating to Microwave Roof Equipment**

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

## MICROWAVE COLLOCATION RATES

**Non-recurring charges***

| | | |
|---|---|---|
| 1) | Site Visit Request Fee (2 hours) | $250.00 Per Site Visit for each CO |
| 2) | Microwave Prep fee | [ICB FOR EACH CO] |
| 3) | Coring/Cable Support Structure | [ICB FOR EACH CO] |
| 4) | Roof Preparation/Exterior Cable Support Structure | [ICB FOR EACH CO] |
| 5) | Microwave Installation | [ICB FOR EACH CO] |
| 6) | Additional Charges** | [BASED ON ICB] |

* With the exception of Additional Charges, all Non-recurring Charges shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

**Monthly recurring rates***

1) Roof space (per sq. ft.)** $ 5.50

* All Recurring rates shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** A minimum of 12 square feet is required per microwave arrangement.

# 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 Sprint 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 agreement.

1.2 Notice. BellSouth and Sprint 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. Sprint should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Sprint 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. Sprint will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Sprint space with proper notification. BellSouth reserves the right to stop any Sprint 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 Sprint are owned by Sprint. Sprint 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 Sprint or different hazardous materials used by Sprint at BellSouth Facility. Sprint 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 Sprint to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Sprint 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 Sprint will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Sprint 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.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

The most current version of reference documentation must be requested from BellSouth.

**2. <u>Categories for Consideration of Environmental Issues</u> (cont.)**

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|---|---|
| Disposal of hazardous material or other regulated material<br>(e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Pollution liability insurance<br><br>EVET approval of contractor | Std T&C 450<br>GU-BTEN-001BT, Chapter 4<br>Std T&C 660-3<br>GU-BTEN-001BT, Chapter 10 |
| Emergency response | Hazmat/waste release/spill firesafety emergency | GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises<br>(e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Performance of services in accordance with BST's environmental M&Ps<br><br>Insurance | Std T&C 450<br>Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.)<br>Std T&C 660 |
| Transportation of hazardous material | Pollution liability insurance<br><br>EVET approval of contractor | Std T&C 450<br>GU-BTEN-001BT, Chapter 4<br>Std T&C 660-3<br>GU-BTEN-001BT, Chapter 10 |
| Maintenance/operations work which may produce a waste<br><br>Other maintenance work | Protection of BST employees and equipment | Std T&C 450<br>GU-BTEN-001BT, Chapter 10<br>29CFR 1910.147<br>29CFR 1910 Subpart O |

| | | |
|---|---|---|
| Janitorial services | All waste removal and disposal must conform to all applicable federal, state and local regulations<br><br>All HazMat & Waste Asbestos notification protection of BST employees and equipment | P&SM Manager - Procurement<br>GU-BTEN-001BT, Chapter 4,<br>GU-BTEN-001BT, Chapter 3<br>BSP 010-170-001BS (Hazcom) |
| | | |
| Manhole cleaning | Pollution liability insurance<br><br>Manhole entry requirements<br><br>EVET approval of contractor | Std T&C 450<br>Std T&C 660-3<br>BSP 620-145-011PR Issue A, August 1996<br>GU-BTEN-001BT, Chapter 10<br>RL9706008BT |
| 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

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

## EXHIBIT B

## THREE MONTH CLEC FORECAST

**CLEC NAME** _____ **DATE** _____

| STATE | Central Office/City | CAGED Sq. Ft. | CAGELESS # Bays | | FRAME TERMINATIONS | CLEC Provided BDFB--Amps Load | BST Provided BDFB---Amps Load | Heat Dissipation BTU/Hour | Entrance Facilities # sheaths & # fibers | Proposed Application Date | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Standard Bays* | Non-Standard Bays** | | | | | | | |
| | | | | | | | | | | | |
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*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

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.

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| COLLOCATION - Alabama | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 3,760.00 | 3,760.00 | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 3,134.00 | 3,134.00 | | | | | | | | |
| | | Physical Collocation Reduced Rate - Application Fee - Subsequent | | | CLO | PE1BL | | 742.15 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | I | | CLO | PE1SJ | | 1,211.00 | 1,211.00 | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 2.24 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 3.01 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 102.16 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 1,751.00 | 1,751.00 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 3.68 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 19.67 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 7.14 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 399.51 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.63 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 11.26 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 16.89 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 38.99 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.031 | 33.68 | 31.79 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.062 | 33.63 | 31.67 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.28 | 52.93 | 39.87 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 16.27 | 51.99 | 38.59 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 3.23 | 52.00 | 38.60 | | | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.73 | 64.54 | 51.14 | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 178.65 | | | | | | | | | | |

| COLLOCATION - Alabama | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 17.52 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - Security System per Central Office | | | CLO | PE1AX | 54.14 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.0607 | 46.20 | 46.20 | 8.72 | 8.72 | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 15.40 | 15.40 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.02 | 45.02 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.19 | 26.19 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.19 | 26.19 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 2,150.00 | 2,150.00 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.08 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.17 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 0.69 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 4.74 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 32.02 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 40.48 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.56 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,518.57 | | 265.99 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 653.83 | | 378.24 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 9.62 | 9.62 | 11.79 | 11.79 | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 4.50 | 4.50 | 5.52 | 5.52 | | | | | | |

| COLLOCATION - Alabama | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 15.75 | 15.75 | 19.32 | 19.32 | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 168.97 | 168.97 | 154.25 | 154.25 | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 33.85 | 21.45 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 44.09 | 27.71 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 54.33 | 33.96 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.0011 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0016 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 584.22 | | | | | | | | | |
| ADJACENT COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.2542 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.44 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0598 | 24.95 | 23.97 | 12.80 | 11.67 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.1196 | 25.14 | 24.11 | 13.18 | 11.96 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.04 | 44.19 | 32.13 | 12.94 | 11.82 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 14.12 | 41.93 | 30.69 | 14.72 | 12.05 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.39 | 41.93 | 30.69 | 14.72 | 12.06 | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 4.57 | 51.14 | 39.90 | 18.97 | 16.30 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 1,555.00 | | 0.99 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.39 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.79 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.18 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 37.37 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 608.17 | 608.17 | 323.44 | 323.44 | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 224.82 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 25.88 | 25.88 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 229.02 | 229.02 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 74.22 | 74.22 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 233.38 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |

| COLLOCATION - Alabama | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 2,597.00 | | 1.01 | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 2,236.00 | | | | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 742.00 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | | | CLO | PE1SJ | | 288.93 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | | | CLO | PE1SK | 2.38 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | | | CLO | PE1SL | 2.96 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | | | CLO | PE1SM | 92.55 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation per Cable | | | CLO | PE1BD | | 1,750.00 | | 45.16 | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 7.86 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 18.96 | | | | | | | | | | |
| | | Physical Collocation - Power, per Fused Amp | | | CLO | PE1PL | 7.80 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 399.43 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | | | CLO | PE1FB | 5.56 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | | | CLO | PE1FD | 11.14 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | | | CLO | PE1FE | 16.70 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | | | CLO | PE1FG | 38.57 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.0276 | 8.22 | 7.22 | 5.74 | 4.58 | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.0552 | 8.42 | 7.36 | 5.90 | 4.66 | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.32 | 27.77 | 15.52 | 5.93 | 4.77 | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 16.81 | 25.48 | 14.05 | 7.77 | 5.01 | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 3.34 | 41.94 | 30.52 | 13.91 | 11.16 | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.92 | 51.30 | 39.87 | 18.29 | 15.54 | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 189.45 | | | | | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 18.58 | | | | | | | | | | |
| | | Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft. | | | CLO | PE1AY | 0.0105 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.0577 | 55.80 | | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 15.65 | | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.75 | | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.30 | | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.30 | | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | | | CLO | PE1SR | | 2,159.00 | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 0.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 0.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 0.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 0.00 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.54 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,525.00 | | 267.08 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 656.50 | | 379.78 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 9.66 | 9.66 | 11.84 | 11.84 | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 4.52 | 4.52 | 5.54 | 5.54 | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 15.82 | 15.82 | 19.40 | 19.40 | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 169.67 | 169.67 | 154.89 | 154.89 | | | | | | |
| | | Physical Collocation - Security Escort - Basic, Per Quarter Hour | | | CLO | PE1BQ | | 10.89 | | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, Per Quarter Hour | | | CLO | PE1OQ | | 13.64 | | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, Per Quarter Hour | | | CLO | PE1PQ | | 16.40 | | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 33.99 | 21.54 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 44.27 | 27.82 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 54.55 | 34.10 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.001 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0014 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 584.11 | | | | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.074 | 34.53 | 32.51 | | | | 11.90 | | | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.148 | 34.54 | 32.53 | | | | 11.90 | | | | |
| ADJACENT COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.1635 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.11 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0213 | 24.68 | 23.69 | 11.77 | 23.79 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.0426 | 24.88 | 23.83 | 12.04 | 10.80 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.22 | 44.24 | 31.98 | 12.07 | 10.91 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 16.56 | 41.94 | 30.52 | 13.91 | 11.15 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.81 | 41.94 | 30.52 | 13.91 | 11.16 | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 5.36 | 51.30 | 39.87 | 18.29 | 15.54 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 2,785.00 | | 1.01 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.38 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.77 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.15 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 37.30 | | | | | | | | | | |
| | | Adjacent Collocation - Cable Support Structure per Entrance Cable | | | CLOAC | PE1PM | 18.96 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 617.91 | | 328.81 | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 219.49 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 26.30 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 232.69 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 75.41 | | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 233.51 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Georgia | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 3,850.00 | | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 3,130.00 | 3,130.00 | | | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 740.83 | | | | | | | | | |
| | | Physical Collocation - Space Preparation Fee Per Square Ft. | | | CLO | PE1SS | | 100.00 | 100.00 | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | I | | CLO | PE1SJ | | 1,187.00 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 2.02 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 2.80 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 95.23 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 2,750.00 | 2,750.00 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 7.50 | | | | | | | | | | |
| | | Physical Collocation - Floor Space - Zone B per Sq. Ft. | | | CLO | PE1PK | 6.75 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 13.35 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 8.06 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 398.80 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.52 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 11.05 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 16.58 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 38.27 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.30 | 12.60 | 12.60 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.50 | 12.60 | 12.60 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 8.00 | 155.00 | 27.00 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 72.00 | 155.00 | 27.00 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 2.86 | 52.14 | 38.72 | | | | | | | | |

| COLLOCATION - Georgia | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.08 | 64.74 | 51.31 | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | I | | CLO | PE1BW | 161.27 | | | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | I | | CLO | PE1CW | 15.82 | | | | | | | | | | |
| | | Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft. | | | CLO | PE1AY | 0.0172 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.0607 | 46.20 | 46.20 | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Deactivation, per Card | | | CLO | PE1A4 | | 8.72 | 8.72 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 15.40 | 15.40 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.02 | 45.02 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.16 | 26.16 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.16 | 26.16 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 2,148.00 | 2,148.00 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.40 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 8.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 38.79 | | | | | | | | | | |

| COLLOCATION - Georgia | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 52.31 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.42 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,706.00 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 922.38 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 18.00 | 18.00 | | | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 8.43 | 8.43 | | | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 29.49 | 29.49 | | | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 278.61 | 278.61 | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 41.00 | 25.00 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 48.00 | 30.00 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 55.00 | 35.00 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.001 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0015 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 583.18 | | | | | | | | | |
| **PHYSICAL COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.30 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.50 | 12.60 | 12.60 | | | | | 18.94 | 8.42 | | |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.2542 | | | | | | | | | | |

| COLLOCATION - Georgia | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.44 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.598 | 24.95 | 23.97 | 11.80 | 10.67 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.1196 | 25.14 | 24.11 | 12.15 | 10.93 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.04 | 44.19 | 32.13 | 11.93 | 10.81 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 14.12 | 41.93 | 30.69 | 13.71 | 11.04 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.39 | 41.93 | 30.69 | 13.71 | 11.05 | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 4.57 | 51.14 | 39.90 | 17.96 | 15.29 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 1,555.00 | | | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.39 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.79 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.18 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 38.27 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PEIJD | 37.37 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 608.18 | 608.17 | 323.63 | 323.63 | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 224.82 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 25.88 | 25.88 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 229.02 | 229.02 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 74.22 | 74.22 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 232.88 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Kentucky | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 3,773.54 | 3,773.54 | 1.01 | 1.01 | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 3,145.35 | 3,145.35 | 1.01 | 1.01 | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 742.12 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | | | CLO | PE1SJ | | 1,206.07 | 1,206.07 | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | | | CLO | PE1SK | 2.32 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | | | CLO | PE1SL | 3.26 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | | | CLO | PE1SM | 110.57 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 1,729.11 | | 45.16 | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 7.99 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 19.86 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | | | CLO | PE1PL | 8.06 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 399.50 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | | | CLO | PE1FB | 5.44 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | | | CLO | PE1FD | 10.88 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | | | CLO | PE1FE | 16.32 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | | | CLO | PE1FG | 37.68 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.0665 | 24.88 | 23.82 | 12.77 | 11.46 | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.48 | 44.23 | 31.98 | 12.81 | 11.57 | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 18.89 | 41.93 | 30.51 | 14.75 | 11.83 | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 3.75 | 41.93 | 30.51 | 14.76 | 11.84 | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 6.65 | 51.29 | 39.87 | 19.41 | 16.49 | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 184.97 | | | | | | | | | | |

| COLLOCATION - Kentucky | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 18.14 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - Security System per Central Office | | | CLO | PE1AX | 76.10 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.058 | 55.79 | 55.79 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 15.64 | 15.64 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.74 | 45.74 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.29 | 26.29 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.29 | 26.29 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | | | CLO | PE1SR | | 2,158.67 | 2,158.67 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.113 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.23 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.60 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 14.23 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 48.57 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 65.50 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.55 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,524.45 | 980.01 | 267.02 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 656.37 | 656.37 | 379.70 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 9.65 | 9.65 | 11.84 | 11.84 | | | | | | |

| COLLOCATION - Kentucky | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 4.52 | 4.52 | 5.54 | 5.54 | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 15.81 | 15.81 | 19.39 | 19.39 | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 169.63 | 169.63 | 154.85 | 154.85 | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 33.98 | 21.53 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 44.26 | 27.81 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 54.54 | 34.09 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.0012 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0018 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 584.20 | | | | | | | | | |
| **PHYSICAL COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.0333 | 24.68 | 23.68 | 12.14 | 10.95 | | 7.86 | | | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 1.48 | 44.23 | 31.98 | 12.81 | 11.57 | | 7.86 | | | | |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.0173 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.35 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0258 | 24.68 | 23.68 | 12.14 | 10.95 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.0515 | 24.88 | 23.82 | 12.77 | 11.46 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.37 | 44.23 | 31.98 | 12.81 | 11.57 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 18.61 | 41.93 | 30.51 | 14.75 | 11.83 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 3.15 | 41.93 | 30.51 | 14.76 | 11.84 | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 6.02 | 51.29 | 39.87 | 19.41 | 16.49 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 3,165.50 | | 1.01 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.44 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.88 | | | | | | | | | | |

| COLLOCATION - Kentucky | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.32 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 37.68 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 617.78 | | 338.89 | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 219.67 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 26.29 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 232.64 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 75.40 | | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 233.42 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Louisiana | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 1,837.24 | | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 1,533.41 | | | | | | | | | |
| | | Physical Collocation Reduced Rate - Application Fee - Subsequent | | | CLO | PE1BL | | 741.97 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | | | CLO | PE1SJ | | 583.33 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | | | CLO | PE1SK | 2.31 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | | | CLO | PE1SL | 2.70 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | | | CLO | PE1SM | 91.60 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 841.54 | 841.54 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 5.30 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 18.31 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 8.32 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 398.88 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | | | CLO | PE1FB | 5.45 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | | | CLO | PE1FD | 10.92 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | | | CLO | PE1FE | 16.37 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | | | CLO | PE1FG | 37.80 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.0318 | 11.94 | 11.46 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.0636 | 12.04 | 11.53 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.04 | 21.39 | 15.47 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 13.21 | 20.28 | 14.76 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 2.62 | 20.28 | 14.76 | | | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 4.65 | 24.81 | 19.29 | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 184.50 | | | | | | | | | | |

| COLLOCATION - Louisiana | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 18.10 | | | | | | | | | | |
| | | Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft. | | | CLO | PE1AY | 0.0224 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.0579 | 27.50 | | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 7.74 | 7.74 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 22.64 | 22.64 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 13.01 | 13.01 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 13.01 | 13.01 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | | | CLO | PE1SR | | 1,044.07 | 1,044.07 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.079 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.158 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.12 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 9.95 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 33.96 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 45.80 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.43 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | 10.97 | | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | 5.29 | | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | 0.08 | | | | | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | 0.04 | | | | | | | | | | |

| COLLOCATION - Louisiana | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | 0.13 | | | | | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | 1.37 | | | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 16.44 | 10.42 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 21.41 | 13.45 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 26.38 | 16.49 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.001 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0015 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 583.30 | | | | | | | | | |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.0552 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.61 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0245 | 11.94 | 11.46 | | | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.0491 | 12.04 | 11.53 | | | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 0.9605 | 21.39 | 15.47 | | | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 13.01 | 20.28 | 14.76 | | | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.20 | 20.28 | 14.76 | | | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 4.21 | 24.81 | 19.29 | | | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 1,543.20 | | | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.45 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.92 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.37 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 37.80 | | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 298.80 | 298.80 | | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 225.39 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 13.01 | 13.01 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 112.52 | 112.52 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 36.47 | 36.47 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 233.21 | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT** | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |

| COLLOCATION - Louisiana | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Mississippi | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 1,890.38 | | 0.051 | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 1,575.69 | | 0.51 | | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 740.76 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | I | | CLO | PE1SJ | | 604.19 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 2.30 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 2.52 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 85.67 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 926.27 | 926.27 | 22.62 | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 5.74 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 17.42 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 7.33 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 398.76 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.29 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 10.58 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 15.87 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 36.65 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.0576 | 12.47 | 11.94 | 6.59 | 5.91 | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.14 | 22.16 | 16.02 | 6.60 | 5.97 | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 14.49 | 21.01 | 15.29 | 7.61 | 6.10 | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 2.87 | 21.01 | 15.29 | 7.61 | 6.10 | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.10 | 25.70 | 19.97 | 10.01 | 8.50 | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 183.20 | | | | | | | | | | |

| COLLOCATION - Mississippi | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 17.97 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - Security System per Central Office | I | | CLO | PE1AX | 75.23 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | I | | CLO | PE1A1 | 0.0576 | 27.95 | 27.95 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | I | | CLO | PE1AA | | 7.84 | 7.84 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 22.91 | 22.91 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 13.17 | 13.17 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 13.17 | 13.17 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 1,081.40 | 1,081.40 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.0867 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.1734 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.22 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 10.91 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 37.26 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 50.24 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.41 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 763.69 | | 133.77 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 328.81 | | 190.22 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 4.84 | 4.84 | 5.93 | 5.93 | | | | | | |

| COLLOCATION - Mississippi | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 2.27 | 2.27 | 2.78 | 2.78 | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 7.92 | 7.92 | 9.72 | 9.72 | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 84.98 | 84.98 | 77.58 | 77.58 | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 17.02 | 10.79 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 22.17 | 13.94 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 27.32 | 17.08 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.001 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0015 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 583.13 | | | | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.0288 | 12.37 | 11.87 | 6.04 | 5.45 | | 15.75 | | | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.0576 | 12.47 | 11.94 | 6.59 | 5.91 | | 15.75 | | | | |
| ADJACENT COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.0678 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 4.68 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0223 | 12.37 | 11.87 | 6.04 | 5.45 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.0446 | 12.47 | 11.94 | 6.59 | 5.91 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.05 | 22.16 | 16.02 | 6.60 | 5.97 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 14.27 | 21.01 | 15.29 | 7.61 | 6.10 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.42 | 21.01 | 15.29 | 7.61 | 6.10 | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 4.62 | 25.70 | 19.97 | 10.01 | 8.50 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 1,585.83 | | 0.51 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.29 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.58 | | | | | | | | | | |

| COLLOCATION - Mississippi | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 15.87 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 36.65 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 309.48 | | 168.63 | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 210.05 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 13.17 | 13.17 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 116.54 | 116.54 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 37.77 | 37.77 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 233.14 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - North Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | I | | CLO | PE1BA | | 3,850.00 | 3,850.00 | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 3,119.00 | 3,119.00 | | | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 741.44 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 1.57 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 3.26 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 110.79 | | | | | | | | | | |
| | | Space Preparation Fees - Power Per Nominal -48V Dc Amp | I | | CLO | PEIFH | 5.76 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | I | | CLO | PE1BD | | 2,305.00 | 2,305.00 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | I | | CLO | PE1PJ | 3.45 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | I | | CLO | PE1PM | 21.33 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 8.50 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 399.13 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.50 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 11.01 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 16.51 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 38.12 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | I | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.32 | 41.78 | 39.23 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | I | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.64 | 41.91 | 39.25 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | I | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 2.34 | 71.02 | 51.08 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | I | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 42.84 | 69.84 | 49.43 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | I | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 2.94 | 51.97 | 38.59 | | | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | I | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.62 | 64.53 | 51.15 | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | I | | CLO | PE1BW | 102.76 | | | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | I | | CLO | PE1CW | 10.44 | | | | | | | | | | |

| COLLOCATION - North Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Security Access System - Security System per Central Office | I | | CLO | PE1AX | 41.03 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | I | | CLO | PE1A1 | 0.062 | 55.30 | 55.30 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | I | | CLO | PE1AA | | 15.51 | 15.51 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.34 | 45.34 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.18 | 26.18 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.18 | 26.18 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 2,140.00 | 2,140.00 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.10 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.19 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 0.79 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 4.85 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 45.30 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 61.09 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.48 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,707.00 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 923.08 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 18.02 | 18.02 | | | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 8.43 | 8.43 | | | | | | | | |

| COLLOCATION - North Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 29.51 | 29.51 | | | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 278.82 | 278.82 | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 42.92 | 25.56 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 54.51 | 32.44 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 66.10 | 39.32 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.0018 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0027 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 583.66 | | | | | | | | | |
| **PHYSICAL COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.32 | 41.78 | 39.23 | | | | | 26.94 | 12.76 | | |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.64 | 41.91 | 39.25 | | | | | 26.94 | 12.76 | | |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.179 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.96 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.32 | 41.78 | 39.23 | | | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.64 | 41.91 | 39.25 | | | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 2.34 | 71.02 | 51.08 | | | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 42.84 | 69.84 | 49.43 | | | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.94 | 51.97 | 38.59 | | | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 5.62 | 64.53 | 51.15 | | | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 3,153.00 | | | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.50 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 11.01 | | | | | | | | | | |

| COLLOCATION - North Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.51 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 38.12 | | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 865.34 | 865.34 | | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 254.02 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 26.06 | 26.06 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 230.60 | 230.60 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 74.74 | 74.74 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 232.94 | | | | | | | | | |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - South Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 1,883.67 | 1,883.67 | 0.51 | 0.51 | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 1,570.10 | 1,570.10 | 0.51 | 0.51 | | | | | | |
| | | Physical Collocation Reduced Rate - Application Fee - Subsequent | | | CLO | PE1BL | | 743.66 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | | | CLO | PE1SJ | | 602.05 | 602.05 | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | | | CLO | PE1SK | 2.75 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | | | CLO | PE1SL | 3.24 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | | | CLO | PE1SM | 110.16 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 794.22 | 794.22 | 22.54 | 22.54 | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 3.95 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 21.33 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | | | CLO | PE1PL | 9.19 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 400.33 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | | | CLO | PE1FB | 5.67 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | | | CLO | PE1FD | 11.36 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | | | CLO | PE1FE | 17.03 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | | | CLO | PE1FG | 39.33 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.0341 | 12.32 | 11.83 | 6.04 | 5.45 | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.0682 | 12.42 | 11.90 | 6.40 | 5.74 | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.12 | 22.08 | 15.96 | 6.42 | 5.80 | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 14.21 | 20.94 | 15.23 | 7.39 | 5.93 | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 2.82 | 20.94 | 15.23 | 7.40 | 5.93 | | | | | | |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 5.01 | 25.61 | 19.90 | 9.73 | 8.26 | | | | | | |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 219.19 | | | | | | | | | | |

| COLLOCATION - South Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 21.50 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - Security System per Central Office | | | CLO | PE1AX | 74.72 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.0601 | 27.85 | 27.85 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 7.81 | 7.81 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 22.83 | 22.83 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 13.13 | 13.13 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 13.13 | 13.13 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | | | CLO | PE1SR | | 1,077.57 | 1,077.57 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.085 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 0.1701 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 10.71 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 36.55 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 49.29 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.71 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 760.98 | | 133.29 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 327.65 | | 189.54 | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 4.82 | 4.82 | 5.91 | 5.91 | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 2.26 | 2.26 | 2.77 | 2.77 | | | | | | |

| COLLOCATION - South Carolina | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 7.90 | 7.90 | 9.68 | 9.68 | | | | | | |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 84.68 | 84.68 | 77.30 | 77.30 | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 16.96 | 10.75 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 22.10 | 13.89 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 27.23 | 17.02 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.001 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0015 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 584.42 | | | | | | | | | |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.0939 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 6.40 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.0264 | 12.32 | 11.83 | 6.04 | 5.45 | | | | | | |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.0527 | 12.42 | 11.90 | 6.40 | 5.74 | | | | | | |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.03 | 22.08 | 15.96 | 6.42 | 5.80 | | | | | | |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 14.00 | 20.94 | 15.23 | 7.39 | 5.93 | | | | | | |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.37 | 20.94 | 15.23 | 7.40 | 5.93 | | | | | | |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 4.53 | 25.61 | 19.90 | 9.73 | 8.26 | | | | | | |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 1,580.20 | | 0.51 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.67 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 11.36 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 17.03 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 39.33 | | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 308.38 | 308.38 | 168.60 | 168.60 | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 246.44 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 13.13 | 13.13 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 116.13 | 116.13 | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 37.64 | 37.64 | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 234.50 | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT** | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |

| COLLOCATION - South Carolina | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | | |

| COLLOCATION - Tennessee | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | |
| | | Physical Collocation - Application Fee - Initial | | | CLO | PE1BA | | 3,767.00 | 3,767.00 | | | | | | | | |
| | | Physical Collocation - Application Fee - Subsequent | | | CLO | PE1CA | | 3,140.00 | 3,140.00 | | | | | | | | |
| | | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 743.25 | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Firm Order Processing | I | | CLO | PE1SJ | | 1,204.00 | 1,204.00 | | | | | | | | |
| | | Physical Collocation - Space Preparation - C.O. Modification per square ft. | I | | CLO | PE1SK | 2.74 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | I | | CLO | PE1SL | 2.95 | | | | | | | | | | |
| | | Physical Collocation - Space Preparation - Common Systems Modification per Cage | I | | CLO | PE1SM | 100.14 | | | | | | | | | | |
| | | Physical Collocation - Cable Installation | | | CLO | PE1BD | | 1,757.00 | 1,757.00 | | | | | | | | |
| | | Physical Collocation - Floor Space per Sq. Ft. | | | CLO | PE1PJ | 6.75 | | | | | | | | | | |
| | | Physical Collocation - Cable Support Structure | | | CLO | PE1PM | 19.80 | | | | | | | | | | |
| | | Physical Collocation - Power -48V DC Power, per Fused Amp | I | | CLO | PE1PL | 8.87 | | | | | | | | | | |
| | | Physical Collocation - Power Reduction, Application Fee | I | | CLO | PE1PR | | 400.10 | | | | | | | | | |
| | | Physical Collocation - 120V, Single Phase Standby Power Rate | I | | CLO | PE1FB | 5.60 | | | | | | | | | | |
| | | Physical Collocation - 240V, Single Phase Standby Power Rate | I | | CLO | PE1FD | 11.22 | | | | | | | | | | |
| | | Physical Collocation - 120V, Three Phase Standby Power Rate | I | | CLO | PE1FE | 16.82 | | | | | | | | | | |
| | | Physical Collocation - 277V, Three Phase Standby Power Rate | I | | CLO | PE1FG | 38.84 | | | | | | | | | | |
| | | Physical Collocation - 2-Wire Cross-Connects | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UDL, UNCVX, UNLDX, UNCNX | PE1P2 | 0.033 | 33.82 | 31.92 | | | | | | | | |
| | | Physical Collocation - 4-Wire Cross-Connects | | | CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL | PE1P4 | 0.066 | 33.94 | 31.95 | | | | | | | | |
| | | Physical Collocation - DS1 Cross-Connects | | | CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL | PE1P1 | 1.51 | 53.27 | 40.16 | | | | | | | | |
| | | Physical Collocation - DS3 Cross-Connects | | | CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL | PE1P3 | 19.26 | 52.37 | 38.89 | | | | | | | | |
| | | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 15.64 | 41.56 | 29.82 | 12.96 | 10.34 | | | 2.69 | 2.69 | 1.56 | 1.56 |
| | | Physical Collocation - 4-Fiber Cross-Connect | | | CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F4 | 28.11 | 50.53 | 38.78 | 16.97 | 14.35 | | | 2.69 | 2.69 | 1.56 | 1.56 |
| | | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | | | CLO | PE1BW | 218.53 | | | | | | | | | | |
| | | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft. | | | CLO | PE1CW | 21.44 | | | | | | | | | | |

| COLLOCATION - Tennessee | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Collocation - Security Access System - Security System per Central Office | | | CLO | PE1AX | 55.99 | | | | | | | | | | |
| | | Physical Collocation - Security Access System - New Access Card Activation, per Card | | | CLO | PE1A1 | 0.059 | 55.67 | 55.67 | | | | | | | | |
| | | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | | | CLO | PE1AA | | 15.61 | 15.61 | | | | | | | | |
| | | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.64 | 45.64 | | | | | | | | |
| | | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.24 | 26.24 | | | | | | | | |
| | | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.24 | 26.24 | | | | | | | | |
| | | Physical Collocation - Space Availability Report per premises | I | | CLO | PE1SR | | 2,027.00 | 2,154.00 | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL, UNCVX, UNCDX, UNCNX | PE1PE | 0.40 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, USL, UNCVX, UNCDX | PE1PF | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1 | PE1PG | 1.20 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX | PE1PH | 8.00 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B2 | 38.79 | | | | | | | | | | |
| | | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF | PE1B4 | 52.31 | | | | | | | | | | |
| | | Physical Collocation - Request Resend of CFA Information, per CLLI | | | CLO | PE1C9 | | 77.67 | | | | | | | | | |
| | | Collocation Cable Records - per request | | | CLO | PE1CR | | 1,711.00 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per cable record | | | CLO | PE1CD | | 925.06 | | | | | | | | | |
| | | Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 18.05 | 18.05 | | | | | | | | |
| | | Collocation Cable Records - DS1, per T1TIE | | | CLO | PE1C1 | | 8.45 | 8.45 | | | | | | | | |
| | | Collocation Cable Records - DS3, per T3TIE | | | CLO | PE1C3 | | 29.57 | 29.57 | | | | | | | | |

| COLLOCATION - Tennessee | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Collocation Cable Records - Fiber Cable, per 99 fiber records | | | CLO | PE1CB | | 279.42 | 279.42 | | | | | | | | |
| | | Physical Collocation - Security Escort - Basic, per Half Hour | | | CLO,CLORS | PE1BT | | 33.91 | 21.49 | | | | | | | | |
| | | Physical Collocation - Security Escort - Overtime, per Half Hour | | | CLO,CLORS | PE1OT | | 44.17 | 27.76 | | | | | | | | |
| | | Physical Collocation - Security Escort - Premium, per Half Hour | | | CLO,CLORS | PE1PT | | 54.42 | 34.02 | | | | | | | | |
| | | V to P Conversion, Per Customer Request-Voice Grade | | | CLO | PE1BV | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS0 | | | CLO | PE1BO | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request-DS1 | | | CLO | PE1B1 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer request-DS3 | | | CLO | PE1B3 | 52.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per VG Circuit Reconfigured | | | CLO | PE1BR | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured | | | CLO | PE1BP | 23.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured | | | CLO | PE1BS | 33.00 | | | | | | | | | | |
| | | V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured | | | CLO | PE1BE | 37.00 | | | | | | | | | | |
| | | V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof | | | CLO | PE1B7 | 592.00 | | | | | | | | | | |
| | | Physical Caged Collocation-App Cost(initial & sub)-Planning, per request | | | CLO | PEIAC | 16.16 | 2,903.66 | 2,903.66 | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Grounding, per location | | | CLO | PE1BB | 4.32 | | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed | | | CLO | PE1SN | | 142.40 | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed | | | CLO | PE1SO | | 185.72 | | | | | | | | | |
| | | Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed | | | CLO | PEISP | | 242.05 | | | | | | | | | |
| | | Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft. | | | CLO | PE1S1 | 110.97 | | | | | | | | | | |
| | | Phycical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft. | | | CLO | PE1S5 | 55.49 | | | | | | | | | | |
| | | Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft. | | | CLO | PE1CP | 0.0156 | | | | | | | | | | |
| | | Phycical Caged Collocation-Cable Installation-Entrance Fiber, per cable | | | CLO | PE1CQ | 2.56 | 944.27 | | | | | | | | | |
| | | Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft. | | | CLO | PE1FS | 5.94 | | | | | | | | | | |
| | | Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable | | | CLO | PE1CS | 21.47 | | | | | | | | | | |
| | | Physical Caged Collocation-Power-Power Construction, per amp DC plant | | | CLO | PE1PN | 3.55 | | | | | | | | | | |
| | | Physical Caged Collocation-Power-Power Consumption,per amp AC usage | | | CLO | PE1PO | 2.03 | | | | | | | | | | |
| | | Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt. | | | CLO | PE12C | 0.0475 | 7.68 | | | | | | | | | |
| | | Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt. | | | CLO | PE14C | 0.0475 | 7.68 | | | | | | | | | |
| | | Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt. | | | CLO | PE11S | 7.68 | 41.65 | | | | | | | | | |
| | | Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt. | | | CLO | PE11X | 0.38 | 41.65 | | | | | | | | | |
| | | Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt. | | | CLO | PE13S | 53.96 | 298.03 | | | | | | | | | |
| | | Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt. | | | CLO | PE13X | 9.32 | 298.03 | | | | | | | | | |

| COLLOCATION - Tennessee | | | | | | | | | | | | | | Attachment: 4 | | Exhibit: D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | Physical Caged Collocation-Security Access-Access Cards, per 5 Cards | | | CLO | PE1A2 | | 76.10 | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft. | | | CLO,UDF | PE1ES | 0.0013 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. | | | CLO, UE3, USL | PE1DS | 0.0019 | | | | | | | | | | |
| | | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application | | | CLO | PE1DT | | 585.09 | | | | | | | | | |
| **PHYSICAL COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.30 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| | | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.50 | 19.20 | 19.20 | | | | | 20.35 | 10.54 | 13.32 | 1.40 |
| **ADJACENT COLLOCATION** | | | | | | | | | | | | | | | | | |
| | | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.0656 | | | | | | | | | | |
| | | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.53 | | | | | | | | | | |
| | | Adjacent Collocation - 2-Wire Cross-Connects | | | CLOAC | PE1P2 | 0.034 | 11.12 | 10.18 | 11.33 | 10.23 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL, CLOAC | PE1P4 | 0.33 | 11.30 | 10.31 | 11.62 | 10.44 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - DS1 Cross-Connects | | | USL,CLOAC | PE1P1 | 1.70 | 28.39 | 16.88 | 11.65 | 10.54 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - DS3 Cross-Connects | | | CLOAC | PE1P3 | 19.03 | 26.23 | 15.51 | 13.40 | 10.77 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 3.49 | 26.23 | 15.51 | 13.41 | 10.78 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 6.50 | 29.75 | 19.02 | 17.60 | 14.97 | | | 1.77 | 1.77 | 1.12 | 1.12 |
| | | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 2,973.00 | | 0.9475 | | | | | | | |
| | | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.81 | | | | | | | | | | |
| | | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 11.64 | | | | | | | | | | |
| | | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 17.45 | | | | | | | | | | |
| | | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 40.30 | | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE** | | | | | | | | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | | 580.20 | | 312.76 | | | | | | | |
| | | Cabinet Space in the Remote Site per Bay/ Rack | | | CLORS | PE1RB | 220.41 | | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | | 24.69 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested | | | CLORS | PE1SR | | 218.49 | | | | | | | | | |
| | | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | CLORS | PE1RE | | 70.81 | | | | | | | | | |
| | | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | | | CLORS | PE1RR | | 234.15 | | | | | | | | | |
| **PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT** | | | | | | | | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | CLORS | PE1RS | 6.27 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | CLORS | PE1RT | 0.134 | | | | | | | | | | |
| | | Remote Site-Adjacent Collocation-Application Fee | | | CLORS | PE1RU | | 755.62 | 755.62 | | | | | | | | |
| **NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.** | | | | | | | | | | | | | | | | | |

# Attachment 5

# Access to Numbers and Number Portability

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# ACCESS TO NUMBERS AND NUMBER PORTABILITY

## 1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, Sprint and BellSouth shall contact the North American Numbering Plan Administrator (NANPA) as designated by the FCC for the assignment of numbering resources in accordance with the then current Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines.

1.2 For the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will provide Sprint with on line access to telephone numbers for reservation on a first come, first served basis. BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Sprint cancel sufficient reservations of numbers to alleviate the shortage. Sprint shall make reasonable effort to comply with such request.

1.3. Further, upon Sprint request and for the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Sprint's sole use. Such telephone number reservations shall be transmitted to Sprint via electronic file transfer. BellSouth reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Sprint's reasonable need in that particular CLLIC.

1.4 BellSouth and Sprint shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and Sprint shall permit end users that port a portion of DID numbers to retain DID service on the remaining portion of numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff.

1.5 BellSouth will port numbers that are denied or are currently on suspend. BellSouth will not require payment of the account prior to porting. BellSouth will port reserved numbers that the end user is currently paying to reserve. Portable reserved numbers appear on the end user's customer service record.

## 2. Permanent Number Portability

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Number Portability (INP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Sprint where Sprint is a subscriber to local switching or where Sprint is a reseller of BellSouth telecommunications services. This charge will not be discounted.

2.3 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the porting Party through a reassignment in the Local Exchange Routing Guide ("LERG"). Updates to translations in the donor Party's switching offices from which the NNX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

**3. Interim Number Portability**

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Interim Number Portability ("INP"). INP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to Sprint, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same rate center of his existing number.

3.2 Methods of Providing Number Portability. INP is available through either remote call forwarding or direct inward dialing trunks, at the election of Sprint. Remote call forwarding (RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (DID) allow calls to be routed over a dedicated facility to the Sprint switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of INP services. INP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where INP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs**,** incorporated herein by this reference. INP is available only for basic local exchange service.

3.4 Rates

Rates for INP are set out in Exhibit A to this Attachment. 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.

**4. INP Implementation**

4.1 INP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or Sprint initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his local exchange service with the donor Party.

4.2 INP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an INP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by Sprint or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the INP-RCF end user cannot be guaranteed, however. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Each Party may order up to the maximum amount of additional paths capable on a particular switch type to handle multiple simultaneous calls to the same ported telephone number.

4.3 INP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one wire center or

from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a INP-DID number group ; however, there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or Sprint shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the INP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. Sprint usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide INP service or may terminate INP service to the other Party after providing appropriate notice.

4.6 Each Party shall permit the other Party to order all intercept announcements, and specify the particular announcement from the standard set of intercept announcement options. The intercept announcement shall be on a per telephone number basis for

telephone numbers which the porting Party has ported from the donor Party and for which INP measures have, at that porting Party's direction, been terminated.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party must obtain authorization from the other Party before contacting the other Party's customers for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities. Each Party shall meet or exceed the minimum transmission quality standards for its respective network as may be established by the Commission. Each Party shall promptly notify the other of any necessary change in protection criteria or in any of the facilities, operation, or procedures that could render any facilities provided by the other Party obsolete or cause necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching and a portion of the transport, and the other Party will bill the IXC local switching, the interconnection charge, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process mutually agreed to by the Parties. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where INP-DID is utilized for number portability.

**5. Conversion from INP to PNP**

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and

appropriate industry number portability work groups. BellSouth and Sprint will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web at http://www.interconnection.bellsouth.com/guides/guides.html. and are contained in the BellSouth Business Rules for Local Ordering.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

5.1 Conversion Policy

5.1.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- The conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.

- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.

- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

5.2 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

5.3 Specific Conversion activities

When Sprint has INP accounts, the BellSouth Account Team will contact Sprint to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, Sprint may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

5.4 FOC

During the conversion period, if Sprint uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, BellSouth shall send to Sprint an electronic FOC.

5.5 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes. BellSouth's obligation in meeting timelines for processing the disconnect order will be as specified in Attachment 9, incorporated herein by this reference.

**6. Permanent Number Solution**

6.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement PNP. Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, INP is available pursuant to this attachment.

6.2 BellSouth and Sprint will adhere to the process flows and cutover guidelines outlined in the "LNP Reference Guide", unless otherwise provided in this Agreement, which may be found on the web at http://www.interconnection.bellsouth.com/guides/guides.html.

6.2.1 BellSouth and Sprint will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

6.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.2.4 BellSouth will provide ordering support for Sprint's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by Sprint outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Sprint may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to Sprint 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network. In the event of manual intervention, both Parties will work cooperatively to resolve issues within each Party's network. BellSouth shall provide as soon as possible, but not later than sixty (60) minutes from receipt of the report from Sprint, an estimated restoral time to correct problems isolated to BellSouth's network. BellSouth and Sprint will cooperate to provide periodic updates to each other with the status of events that might impact the estimated restoral time.

6.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.4 Sprint may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

**7. Cut-Over Process**

7.1 BellSouth and Sprint shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

7.1.1 For a coordinated conversion; i.e., stand alone INP, INP and PNP with loop and those services which require project coordination as defined in the BellSouth LNP procedures or as provided for in this agreement, BellSouth shall verbally coordinate the disconnect with Sprint and perform any switch translations so as to limit end user service outage. BellSouth and Sprint will mutually agree upon a cutover time prior to the actual conversion. Sprint may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates designated in this agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time.

7.2 Testing

BellSouth and Sprint shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outage for their end users. BellSouth and Sprint will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each party will notify the other of changes to the network or changes to processes which may impact end

user service at time frames which are consistent to BellSouth and Sprint's internal notification processes.

7.3 Installation Timeframes

7.3.1 Installation time frames for INP and LNP will be as outlined in the BellSouth Products and Services Interval guide located on the web at http://www.interconnection.bellsouth.com/guides/guides.html or as provided in Section 9, Performance Measurement.

7.4 Engineering and Maintenance

BellSouth and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are in accordance with any FCC or State Commission requirement.

7.5 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with INP for Sprint subscribers, BellSouth shall provide the following:

7.5.1 While INP is deployed:

7.5.1.1 BellSouth shall allow Sprint to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. BellSouth shall continue to allow Sprint access to its LIDB. Other LIDB provisions are specified in this Agreement.

7.5.1.2 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by Sprint.

7.5.2 BellSouth shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

7.5.3 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

**8. True-up**

**This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.**

8.1 The interim prices for Number Portability shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 8.3 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions of this Agreement.

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

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

## 9. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

| | |
|---|---|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interface |
| TAG | Telecommunications Access Gateway |

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Alabama | | | | | | | | | | | | | | Attachment: 5 | | Exhibit: A | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | | | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY | | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | 2.13 | 0.65 | | 0.07 | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | 2.13 | 0.65 | | 0.07 | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | RCF, add'l capacity for simultaneous call forwarding, per additional path | | | | | 0.32 | | | | | | | | | | | |
| | | RCF, per service order, per location (Business) | | | | TNPBD | | 1.44 | 1.44 | 1.44 | 1.44 | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | RCF, per service order, per location (Residence) | | | | TNPRD | | 1.44 | 1.44 | 1.44 | 1.44 | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID | | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | 1.18 | | 1.18 | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | DID per number ported (Business) | | | | TNPDB | | 1.18 | | 1.18 | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | DID per service order, per location (Residence) | | | | TNPRD | | 1.44 | 1.44 | 1.44 | 1.44 | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | DID per service order, per location (Business) | | | | TNPBD | | 1.44 | 1.44 | 1.44 | 1.44 | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | 11.84 | 173.73 | 51.00 | 50.43 | 25.00 | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | Note: 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. | | | | | | | | | | | | | | | | | |
| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's | | | | | | | | | | | | | | | | | |

**BELLSOUTH/SPRINT RATES**
**SERVICE PROVIDER NUMBER PORTABILITY**
**Florida**

| CATEGORY | NOTES | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 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-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF** | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | $2.05 | $0.4145 | $0.4145 | $0.0415 | $0.0415 | 3.50 | 19.99 | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | $2.05 | $0.4145 | $0.4145 | $0.0415 | $0.0415 | 3.50 | 19.99 | | | | |
| | | RCF, Per Additional Path | | | | | $0.7179 | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID** | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | $0.6923 | $0.6923 | $0.6923 | $0.6923 | 3.50 | 19.99 | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | $0.6923 | $0.6923 | $0.6923 | $0.6923 | 3.50 | 19.99 | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | $54.95 | $161.29 | $161.29 | $32.73 | $32.73 | 3.50 | 19.99 | | | | |
| | | DID, per trunk termination, Subsequent | | | | TNPT2 | $54.95 | $80.58 | $80.58 | $32.73 | $32.73 | 3.50 | 19.99 | | | | |
| | | | | | | | | | | | | | | | | | |
| **SERVICE PROVIDER NUMBER PORTABILITY (RIPH)** | | | | | | | | | | | | | | | | | |
| | | RIPH, Functionality, Per Rearrangement | | | | | | $20.08 | $20.08 | | | | 19.99 | | | | |
| | | RIPH, Per Number Ported | | | | | $1.83 | $0.2165 | $0.2165 | $0.0216 | $0.0216 | | 19.99 | | | | |
| | | | | | | | | | | | | | | | | | |
| | | RIPH, Functionality, Per Central Ofc | | | | | | $90.47 | $90.47 | $2.54 | $2.54 | | 19.99 | | | | |
| | | | | | | | | | | | | | | | | | |

**Note:** 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 / SPRINT RATES**
**SERVICE PROVIDER NUMBER PORTABILITY**
**Georgia**

| | | | | | | | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 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-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| CATEGORY | NOTES | RATES ELEMENT | Interim Indicator | Zone | BCS | USOC | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)** | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | $2.03 | $0.51 | | | | | | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | $2.03 | $0.51 | | | | | | | | | |
| | | RCF, add'l capacity for simultaneous call forwarding, per additional path | | | | | $0.2836 | | | | | | | | | | |
| | | RCF, per service order, per location (Business) | | | | TNPBD | | $2.10 | $2.10 | | | $3.50 | $19.99 | | | | |
| | | RCF, per service order, per location (Residence) | | | | TNPRD | | $2.10 | $2.10 | | | $3.50 | $19.99 | | | | |
| | | | | | | | | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID** | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | $0.93 | | | | | | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | $0.93 | | | | | | | | | |
| | | DID per service order, per location (Residence) | | | | TNPRD | | $2.10 | $2.10 | | | | | | | | |
| | | DID per service order, per location (Business) | | | | TNPBD | | $2.10 | $2.10 | | | $3.50 | $19.99 | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | $10.73 | $135.47 | | | | $3.50 | $19.99 | | | | |
| | | DID, per trunk termination, Subsequent | | | | TNPT2 | $10.73 | $39.53 | | | | $3.50 | $19.99 | | | | |
| | | | | | | | | | | | | | | | | | |

**Note:** 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.

**1)** Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

**2)** BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

**BELLSOUTH / SPRINT RATES**
**SERVICE PROVIDER NUMBER PORTABILITY**
**Kentucky**

| | | | | | | | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 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-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| CATEGORY | NOTES | RATES ELEMENT | Interim Indicator | Zone | BCS | USOC | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **Note:** 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. | | | | | | | | | | | | | | | | |
| | **1)** Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL) | | | | | | | | | | | | | | | | |
| | **2)** BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY) | | | | | | | | | | | | | | | | |
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Version 2Q01: 06/15/01

| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Louisiana | | | | | | | | | | | | | | Attachment: 5 | | Exhibit: A | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | | | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF | | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | 2.91 | 0.25 | 0.25 | | | 3.50 | 15.20 | | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | 2.91 | 0.25 | 0.25 | | | 3.50 | 15.20 | | | | | |
| | | RCF, Per Additional Path | | | | | 1.24 | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID | | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | 0.42 | 0.42 | | | 3.50 | 15.20 | | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | 0.42 | 0.42 | | | 3.50 | 15.20 | | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | 68.47 | 185.13 | 68.79 | | | 3.50 | 15.20 | | | | | |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) | | | | | | | | | | | | | | | | | | |
| | | RIPH, Functionality, Per Rearrangement | | | | | | 19.24 | 19.24 | | | 3.50 | 15.20 | | | | | |
| | | RIPH, Per Number Ported | | | | | 1.62 | 0.19 | 0.19 | | | 3.50 | 15.20 | | | | | |
| | | RIPH, Functionality, Per Central Ofc | | | | | | 79.67 | 79.67 | | | 3.50 | 15.20 | | | | | |
| | Note: 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. | | | | | | | | | | | | | | | | | |
| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's | | | | | | | | | | | | | | | | | |

| SERVICE PROVIDER NUMBER PORTABILITY - Mississippi | | | | | | | | | | | | | | Attachment: 5 | | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS RATES ($) | | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
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| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF | | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | 3.08 | 0.2596 | 0.2596 | 0.0282 | 0.0282 | 3.50 | 15.75 | | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | 3.08 | 0.2596 | 0.2596 | 0.0282 | 0.0282 | 3.50 | 15.75 | | | | | |
| | | RCF, Per Additional Path | | | | | 1.17 | | | | | | | | | | | |
| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID | | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | 0.4335 | 0.4335 | 0.4701 | 0.4701 | 3.50 | 15.75 | | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | 0.4335 | 0.4335 | 0.4701 | 0.4701 | 3.50 | 15.75 | | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | 58.41 | 191.75 | 71.25 | 28.94 | 28.94 | 3.50 | 15.75 | | | | | |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) | | | | | | | | | | | | | | | | | | |
| | | RIPH, Functionality, Per Rearrangement | | | | | | 19.93 | 19.93 | | | 3.50 | 15.75 | | | 15.75 | | |
| | | RIPH, Per Number Ported | | | | | 1.96 | 0.1972 | 0.1972 | 0.0214 | 0.0214 | 3.50 | 15.75 | | | 15.75 | | |
| | | RIPH, Functionality, Per Central Ofc | | | | | | 85.52 | 85.52 | 2.51 | 2.51 | 3.50 | 15.75 | | | 15.75 | | |

| | | | | | | | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Nonrecurring | | Nonrecurring Disconnect | | | | | | | |
| CATEGORY | NOTES | RATES ELEMENT | Interim Indicator | Zone | BCS | USOC | Rec | First | Add'l | First | Add'l | 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-Add'l SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN |
| | | | | | | | | | | | | | | | | | |
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| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)** | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line), 10 paths | I | | | TNPBL | $2.25 | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | $1.66 | $0.71 | $0.71 | | | | | | | | |
| | | RCF, per number ported (Residence Line), 6 paths | I | | | TNPRL | $1.15 | | | | | | | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | $1.66 | $0.71 | $0.71 | | | | | | | | |
| | | RCF, add'l capacity for simultaneous call forwarding, per additional path | | | | | $0.32 | | | | | | | | | | |
| | | RCF, per service order, per location (Business) | | | | TNPBD | | $2.73 | $2.73 | | | $3.50 | $19.99 | | | | |
| | | RCF, per service order, per location (Residence) | | | | TNPRD | | $2.73 | $2.73 | | | $3.50 | $19.99 | | | | |
| | | | | | | | | | | | | | | | | | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID** | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | $2.25 | | | | | | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | $2.25 | | | | | | | | | |
| | | DID per service order, per location (Residence) | | | | TNPRD | | $2.73 | $2.73 | | | $3.50 | $19.99 | | | | |
| | | DID per service order, per location (Business) | | | | TNPBD | | $2.73 | $2.73 | | | $3.50 | $19.99 | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | $11.43 | $217.88 | | | | $3.50 | $19.99 | | | | |
| | | DID, per trunk termination, Subsequent | | | | TNPT2 | $11.43 | $73.56 | | | | $3.50 | $19.99 | | | | |
| | | | | | | | | | | | | | | | | | |

**Note:** 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.

**1)** Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

**2)** BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - South Carolina | | | | | | | | | | | | | | Attachment: 5 | | Exhibit: A | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | Recurring | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | | | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF | | | | | | | | | | | | | | | | | | |
| | | RCF, per number ported (Business Line) | | | | TNPBL | 2.68 | 0.26 | 0.26 | 0.03 | 0.03 | 3.50 | 15.69 | | | | | |
| | | RCF, per number ported (Residence Line) | | | | TNPRL | 2.68 | 0.26 | 0.26 | 0.03 | 0.03 | 3.50 | 15.69 | | | | | |
| | | RCF, Per Additional Path | | | | | 1.04 | | | | | | | | | | | |
| | | RCF, add'l capacity for simultaneous call forwarding, per additional path | | | | | 0.3854 | | | | | | | | | | | |
| | | RCF, per service order, per location (Business) | | | | TNPBD | | 1.37 | 1.37 | 44.70 | 44.70 | 3.50 | 15.69 | | | | | |
| | | RCF, per service order, per location (Residence) | | | | TNPRD | | 1.37 | 1.37 | 44.70 | 44.70 | 3.50 | 15.69 | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID | | | | | | | | | | | | | | | | | | |
| | | DID per number ported (Residence) | | | | TNPDR | | 0.43 | 0.43 | 0.47 | 0.47 | 3.50 | 15.69 | | | | | |
| | | DID per number ported (Business) | | | | TNPDB | | 0.43 | 0.43 | 0.47 | 0.47 | 3.50 | 15.69 | | | | | |
| | | DID per service order, per location (Residence) | | | | TNPRD | | 1.37 | 1.37 | 44.70 | 44.70 | 3.50 | 15.69 | | | | | |
| | | DID per service order, per location (Business) | | | | TNPBD | | 1.37 | 1.37 | 44.70 | 44.70 | 3.50 | 15.69 | | | | | |
| | | DID, per trunk termination, Initial | | | | TNPT2 | 73.62 | 191.07 | 191.07 | 28.84 | 28.84 | 3.50 | 15.69 | | | | | |
| | | DID, per trunk termination, Subsequent | | | | | 73.62 | 71.00 | 71.00 | 28.84 | 28.84 | 3.50 | 15.69 | | | | | |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) | | | | | | | | | | | | | | | | | | |
| | | RIPH, Functionality, Per Central Ofc | | | | | | 82.23 | 82.23 | 2.50 | 2.50 | 3.50 | 15.69 | | | | | |
| | | RIPH, Functionality, Per Rearrangement | | | | | | 19.86 | 19.86 | | | 3.50 | 15.69 | | | | | |
| | | RIPH, Per Number Ported | | | | | 2.02 | 0.20 | 0.20 | 0.02 | 0.02 | 3.50 | 15.69 | | | | | |
| | Note: 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. | | | | | | | | | | | | | | | | | |
| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's | | | | | | | | | | | | | | | | | |

| SERVICE PROVIDER NUMBER PORTABILITY - Tennessee | | | | | | | | | | | | | Attachment: 5 | | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS RATES ($) | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | | | | | | | | | | | | | | | | | |
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| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | | | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF | | | | | | | | | | | | | | | | | |
| | RCF, per number ported (Business Line) | | | | TNPBL | 1.50 | | | | | | | | | | | |
| | RCF, per number ported (Residence Line) | | | | TNPRL | 1.25 | | | | | | | | | | | |
| | RCF, add'l capacity for simultaneous call forwarding, per additional path | | | | | 0.50 | | | | | | | | | | | |
| | RCF, per service order, per location (Business) | | | | TNPBD | | 25.00 | 25.00 | | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | RCF, per service order, per location (Residence) | | | | TNPRD | | 25.00 | 25.00 | | | 3.50 | | 19.99 | 19.99 | 19.99 | 19.99 | |
| | NOTE: Any element that can be ordered electronically will be billed according to the SOMEC rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth. | | | | | | | | | | | | | | | | |
| | Note: 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 6

# Ordering and Provisioning

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## ORDERING AND PROVISIONING

This Attachment 6 is subject to the General Terms and Conditions of this Agreeement.

### 1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Sprint that are equal to the ordering and provisioning services BellSouth provides to itself, its affiliates or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's interconnection ordering guides available on the BellSouth interconnection web site, as appropriate, and as they are amended from time to time during this Agreement. BellSouth will provide notification to Sprint regarding amendments to the guidelines so that Sprint and BellSouth operations remain production ready.

1.2 BellSouth will perform provisioning services during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

| | |
|---|---|
| Monday - Friday: | 8:00AM - 5:00PM location time (excluding holidays)<br>(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific) |
| Saturday: | 8:00 AM - 5:00 PM location time (excluding holidays)<br>(Resale/Network Element non coordinated orders) |

Times are either Eastern or Central time based on the location of the work being performed.

1.3 BellSouth will accept and process manual orders during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

| | | |
|---|---|---|
| Consumer: | Atlanta | 7:00AM – 10:00PM location time<br>Monday through Saturday (excluding holidays) |
| | Birmingham | 6:00AM – 9:00PM location time<br>Monday through Saturday (excluding holidays) |
| UNE: | Atlanta | 8:00AM – 8:00PM location time<br>Monday through Friday (excluding holidays) |
| | Birmingham | 7:00AM – 7:00PM location time<br>Monday through Friday (excluding holidays) |
| Business Resale/ Complex: | Atlanta | 8:00AM – 8:00PM location time<br>Monday through Friday (excluding holidays) |
| | Birmingham | 7:00AM – 7:00PM location time<br>Monday through Friday (excluding holidays) |

Times are either Eastern or Central time based on the location of the work being performed.

1.4 BellSouth shall provide Sprint with the capability to have Sprint's customer orders input to and accepted by BellSouth's service order systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, the same as BellSouth's customer orders received outside of normal business orders are input and accepted.

1.4.1 Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.

1.5 BellSouth shall provide provisioning services to Sprint equal to the provisioning services BellSouth provides to itself during normal business hours. BellSouth shall make no differentiation between Sprint and BellSouth orders in terms of the priority and scheduling of such work. If Sprint requests that BellSouth perform provisioning services at times or on days other than as set forth in Section 1.2, BellSouth and Sprint shall mutually negotiate such provisioning including time interval and cost. All such Sprint requests for provisioning and installation services outside of the normal hours of operation may be subject to the application of overtime billing charges.

**2. Access to Operational Support Systems**

2.1 BellSouth shall provide Sprint access to several operational support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

2.1.1 Sprint and BellSouth will establish interface contingency plans and disaster recovery plans for interface services. These plans will provide Sprint with, among other things, the ability to operate in a manual mode in instances of disaster, under-performance, or if the potential for non-performance is present. The operational support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions including but not limited to: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties. Customer record information includes but is not limited to, customer specific information in Customer Record Information System ("CRIS") and Regional Street Address Guide ("RSAG"). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end-user including electronic access where available. Otherwise, Sprint shall use best efforts to

provide paper copies of customer record information within 2 business days upon request by BellSouth. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG or through other electronic interfaces as mutually agreed by the Parties. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capabilities through the LENS interface.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Sprint to report and monitor service troubles and obtain repair services. BellSouth shall offer Sprint service trouble reporting in a non-discriminatory manner that provides Sprint the equivalent ability to report and monitor service troubles that BellSouth provides to itself and its affiliates. BellSouth also provides Sprint an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Sprint access to the Trouble Analysis Facilitation Interface (TAFI) or to other electronic interfaces as mutually agreed by the Parties. For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Sprint requests BellSouth to repair a trouble after normal working hours, Sprint will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of Sprint to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases to implement new national standards for its machine-to-machine electronic interfaces and as needed to improve operations and meet standards and regulatory requirements. New national standards are established by the Telecommunications Industry Forum which is a guideline setting organization serving the telecommunications industry. One of its goals is to facilitate the continued well being of the telecommunications industry by addressing the application of standards and the use of technology. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth and Sprint determine via the BellSouth Change Management process the next release (N+1) and such next release is implemented, BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases but may also support additional releases during transition periods as mutually agreed by the Parties. BellSouth will issue documents to Sprint with sufficient notice to allow Sprint to make the necessary

changes to its systems and operations to migrate to the newest release in a timely fashion.

2.6 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process (EICCP). Guidelines for this process are set forth in the EICCP document, as amended from time to time during this agreement.

2.7 Testing.
Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and BellSouth at the appropriate time. BellSouth acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software.

2.7.1 The integrated approach for Sprint and BellSouth to perform Connectivity and End-to-End Testing for Pre-Order and Order processing will include the following conditions:

2.7.1.1 Subject matter experts from Sprint and BellSouth will be available for test planning, analysis, design, verification and approval.

2.7.1.2 Testing with BellSouth will be in a testing environment, which is a production test environment.

2.7.1.3 Sprint and BellSouth will provide a Single Point of Contact (SPOC) for Problem Management.

2.7.1.4 Testing dates may be modified as mutually agreed by the Parties to accommodate unforeseen circumstances.

2.8 OSS Documentation. BellSouth will accurately document and update all business rules when applicable in a timely manner. A business rule defines the process, internal and external Operational Support System, functional and Electronic requirements for completing a service order. Multiple layers of Business Rules exist within the Operating Support System, Order/Pre-Order, Trouble Operations and Electronic Interface (EI) platforms. Business Rules translate BellSouth's Procedures to Sprint's requirements based on industry guidelines. BellSouth will respond to Sprint's questions regarding business rules and other documentation using best efforts within 48 hours or as mutually agreed by the Parties.

2.9 BellSouth will provide OSS servers that have various levels of redundancy and failover capability to minimize downtime.

2.10 Rates. Charges for use of Operational Support Systems shall be as ordered by appropriate regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

## 3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Sprint will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Sprint wishes to reinstate an order, Sprint may be required to submit a new service order.

3.2 Single Point of Contact. Sprint will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Sprint to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Sprint and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Sprint to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Sprint that such an order has been processed, but will not be required to notify Sprint in advance of such processing. In the event a national standard is developed for electronic loss notification, BellSouth and Sprint will implement such change in accordance with the guidelines set forth in the BellSouth Electronic Change Control Process.

3.3 Use of Facilities. When a customer of Sprint elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Sprint by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's service provider at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current BellSouth interval guidelines or other interval guidelines as established by State commissions.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify Sprint subsequent to the disconnect order being completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If Sprint cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in FCC No. 1 Tariff, Section 5.4 and applied to the TELRIC based non-recurring charges in this agreement.

3.7 Acknowledgement. BellSouth will provide acknowledgement receipts when protocols and interfaces are used that provide an acknowledgement.

3.8 BellSouth will recognize Sprint as the customer of record of all Elements or Combinations ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.

3.9 Upon request from Sprint, BellSouth will provide an intercept referral message in Tandem Switching Element that includes any new Sprint telephone number, for the same duration as is provided to BellSouth end-users. This message shall be similar in format to the intercept referral messages currently provided by BellSouth for its own end-users.

3.10 The Firm Order Confirmation will provide Sprint with the Sprint order number, BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service).

3.11 BellSouth will notify Sprint of completion activity using the same electronic interface used by Sprint to submit the service order request. In addition, when a BellSouth Technician is dispatched to complete the order, the service technician will contact Sprint at the time of completion.

3.12 BellSouth will turn up loops ordered by Sprint in accordance with TR 73600. BellSouth does not provide turn up results in writing or electronically. BellSouth will verbally advise Sprint, if requested, of any test and turn up results at the time of any applicable completion call.

3.13 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any Sprint Service Request. In the interim, BellSouth will notify Sprint by facsimile of such Rejections/Errors.

3.14 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify Sprint by telephone, facsimile or via accessing the CSOTS report via the internet of such jeopardy, as mutually agreed to by the Parties.

3.15 Upon Sprint's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination on a non-discriminatory basis as to other BellSouth customers.

3.16 BellSouth shall provide to Sprint the functionality of blocking calls (e.g., 700, 900, 976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls) on an individual switching element basis.

3.17 Unless otherwise directed by Sprint, when Sprint orders local switching as a Combination, individual element or through a resold service, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist and are offered for the element ordered.

3.18 Sprint will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth will not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Sprint if the DDD cannot be met. BellSouth will make best effort to meet the DDD for Network Element requests.

3.19 BellSouth and Sprint will perform co-operative testing where deemed necessary and by mutual consent (including trouble shooting to isolate problems) to test Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements.

**EXHIBIT A**

# Operational Support Systems (OSS)

BellSouth has developed and made available the following electronic interfaces by which CLEC-1 may submit LSRs electronically.

| | |
|---|---|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interchange |
| TAG | Telecommunications Access Gateway |

LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

| **OPERATIONAL SUPPORT SYSTEMS** | |
|---|---|
| OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces | $3.50<br>SOMEC |
| Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces | $19.99<br>SOMAN |

**Denial/Restoral OSS Charge**

In the event Sprint provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

**Cancellation OSS Charge**

Sprint will incur an OSS charge for an accepted LSR that is later canceled by Sprint.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

**Network Elements and Other Services Manual Additive**

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit C of Attachment 2.

# Attachment 7

# Billing and Billing Accuracy Certification

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# BILLING AND BILLING ACCURACY CERTIFICATION

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

## 1. CLEC Payment and Billing Arrangements

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Sprint requests. BellSouth will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from Sprint, Sprint shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at its reasonable and demonstrable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.

1.3 BellSouth shall bill Sprint on a current basis all applicable charges and credits.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Sprint from Sprint's customer. In general, BellSouth will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, Sprint shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be

required to submit documentation to substantiate the claim. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.5 BellSouth will render bills each month on established bill days for each of Sprint's accounts.

1.6 BellSouth will bill Sprint in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Sprint, and Sprint will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

1.7 With respect to services resold by Sprint, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Sprint.

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

1.9 Pursuant to 47 CFR Section 51.617, for resold lines BellSouth will bill Sprint end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. In the event payment is not received by BellSouth by the due date and Sprint can demonstrate that payment was made in a timely manner, BellSouth will acknowledge such payment and waive all associated late payment charges.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.13, below, shall apply.

1.11 If Sprint requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Sprint not to exceed BellSouth’s reasonable and demonstrable costs.

1.12 Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.

1.13 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Sprint will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.

1.14 Discontinuing Service to Sprint. The procedures for discontinuing service to Sprint are as follows:

1.14.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Sprint of the rules and regulations contained in BellSouth's tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

1.14.2 If payment of account, except a Bona Fide Billing Dispute amount as described in Section 3 of this Attachment, is not received by the bill day in the month after the original bill day, BellSouth may, upon written notice, refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to Sprint at the billing address to discontinue the provision of existing services to Sprint at any time thereafter.

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

1.14.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.

1.14.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon

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

1.15 Deposit Policy. BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1.15.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

1.15.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing.

1.15.3 The fact that a security deposit has been made in no way relieves Sprint from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

1.15.4 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. BellSouth shall provide reasonable advance notice prior to implementation of such increase in security deposit.

1.15.5 In the event that Sprint defaults on its account, service to Sprint may be terminated and any security deposits held will be applied to its account. BellSouth will promptly notify Sprint prior to any such treatment of Sprint’s account such that Sprint has the opportunity to remedy such default prior to termination of service.

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

1.16 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), and Access Daily Usage File (ADUF), are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the appropriate state regulatory authorities or as negotiated by the Parties upon request by either Party.

## 2. Wireless Billing and Compensation

2.1 The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

2.2 Any charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred, previously unbilled charges more than one year old shall not be billed by either party.

**3. Billing Accuracy Certification**

3.1 Upon mutual agreement, BellSouth and Sprint will implement a billing quality assurance program for all billing elements covered in this Agreement that may eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

3.2 As part of the billing quality assurance program, BellSouth and Sprint will develop standards, measurements, and performance requirements for a local billing measurements process. These standards, measurements, and performance requirements include but are not limited to the BellSouth Service Quality Measurements associated with billing in Attachment 9 of this Agreement and other measures as may be ordered by appropriate state regulatory authorities. On a regular basis BellSouth will provide Sprint with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Sprint will pay all bills received from BellSouth in full by the payment due date.

3.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

3.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

3.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

## 4. Bona Fide Billing Disputes

4.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Sprint and supported by written documentation from Sprint, which clearly shows the basis for Sprint's dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Sprint until the dispute is resolved. Claims by Sprint for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 4.1. Once the Bona Fide Dispute is resolved by BST, Sprint will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to Sprint, pursuant to the Bona Fide Dispute, will be applied to Sprint's account by BST immediately upon resolution of the dispute.

4.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.

4.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If BellSouth rejects Sprint's Bona Fide Billing Dispute, BellSouth assumes the responsibility to provide Sprint with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

4.2.2 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

4.2.3 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

4.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

4.4 Late payment charges will be assessed and paid in accordance with section 1.13 of this Attachment.

## 5. Audits and Examinations

Audits and examinations related to billing will be conducted in accordance with Section 22 of the General Terms and Conditions of this Agreement.

## 6. RAO Hosting

6.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Sprint by BellSouth will be in accordance the Sprint / BellSouth Contract Provisions for RAO Hosting and ICS effective April 23, 1999, which is incorporated herein by reference, or as subsequently modified by the Parties.

## 7. Billing Performance Measurements

In the event that the Parties do not agree upon a billing quality assurance program, billing standard measurement and performance requirements will be handled in accordance with Attachment 9 of this Agreement.

## 8. Recording Failures

8.1 When BellSouth carries or switches calls and fails to record, when appropriate, regardless of whether Sprint or BellSouth are performing the billing function, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3. BellSouth shall compensate Sprint for this lost revenue. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to Sprint, but for which BellSouth could not render bills as a result of any recording failure(s).

8.1.1 BellSouth shall include the amount of unbillable Sprint revenue that is attributable to failures to record, within three (3) bill periods.

8.2 Lost, Damaged, Destroyed Message Data

8.2.1 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when BellSouth is performing the billing and/or recording funciton, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3 and BellSouth shall compensate Sprint for this lost revenue.

8.2.2 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when Sprint is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 8.3 of this Attachment, and BellSouth shall compensate Sprint for the net loss to Sprint.

8.2.3 BellSouth shall notify Sprint in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow Sprint to analyze the data.

8.3 Recording Quality

8.3.1 Material Loss

BellSouth shall review its daily controls to determine if data has been lost. BellSouth shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by BellSouth to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.

8.3.2 Complete Loss

Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

8.3.3 Estimated Volumes

From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

Exceptions:

A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

8.4 Unbillable Compensation

8.4.1 BellSouth liability for such unbillables shall be limited to instances of error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and contractors, and the failures of BellSouth hardware, software and other BellSouth equipment.

8.4.2 The term "unbillable" refers to a message or service that cannot be billed to the correct Sprint customer.

8.4.3 BellSouth shall include Unbillables as a result of Recording Failure, or Lost, Damaged, or Destroyed Data on the monthly billing statement.

## 9. Optional Daily Usage File

9.1 The BellSouth Optional Daily Usage File (ODUF) provides electronic billing data for billable messages carried over the BellSouth network, processed in the BellSouth CRIS billing system and originated from a Sprint customer. ODUF contains messages alternately billed to a Sprint customer when using UNE, Resale and Interim Number Portability services. ODUF also includes electronic billing data for operator handled calls originating from Sprint's subscriber lines if Sprint purchases Operator Services from BellSouth.

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

9.3 Sprint shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

9.4 Charges for delivery of the Optional Daily Usage File will appear on Sprints' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

9.6 EMI compliant messages that error in the billing system of Sprint will be the responsibility of the Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process described in Section 3 of this Attachment. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.

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

9.7.1 Usage To Be Transmitted

9.7.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service

- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

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

9.7.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Sprint.

9.7.1.4 In the event that Sprint detects a duplicate on Optional Daily Usage File they receive from BellSouth, Sprint shall handle such duplicate message through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

9.7.2 Physical File Characteristics

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

9.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated

with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

9.7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

9.7.4 Pack Rejection

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

9.7.5 Control Data

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

9.7.6 Testing

9.7.6.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or

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

**10. Access Daily Usage File**

10.1 Upon written request from Sprint, BellSouth will provide the Access Daily Usage File (ADUF) service to Sprint pursuant to the terms and conditions set forth in this section.

10.2 The Sprint shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

10.3 The Access Daily Usage Feed will contain access messages associated with a port that Sprint has purchased from BellSouth

10.4 Charges for delivery of the Access Daily Usage File will appear on the Sprints' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

10.5 EMI compliant messages that error in the billing system of Sprint will be the responsibility of Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.

10.6 Usage To Be Transmitted

10.6.1 The following messages recorded by BellSouth will be transmitted to Sprint:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

10.6.2 When Sprint purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send
access record to Sprint via ADUF

Originating from network element and carried by BellSouth (Sprint is BellSouth's toll customer):

BellSouth will bill resale toll rates to Sprint and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File).

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send access record to Sprint.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Sprint and send access record to Sprint.

10.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Sprint.

10.6.4 In the event that Sprint detects a duplicate on the Access Daily Usage File they receive from BellSouth, Sprint will handle such duplicate messages through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

10.6.5 Physical File Characteristics

10.6.5.1 The Access Daily Usage File will be distributed to Sprint via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

10.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

10.6.6 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

10.6.7 Pack Rejection

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

10.6.8 Control Data

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

10.6.9 Testing

10.6.9.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

## 11. Enhanced Optional Daily Usage File

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

11.2 Sprint shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

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

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

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

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

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

11.6.1 Usage To Be Transmitted

11.6.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:

Customer usage data for flat rated local call originating from Sprint end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

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

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

11.6.2 Physical File Characteristics

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

11.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

11.6.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

12 Rate True-up

**This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.**

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

12.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.

12.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

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

| ODUF/ADUF/CMDS - Alabama | | | | | | | | | | | | | | Attachment: 7 | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| ODUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0002 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.0033 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 55.19 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00004 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| CATEGORY | NOTES | UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 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 |
| | | | | | | | | | | Disconnect | | | | | | | |
| | | | | | | | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| **ODUF/EDOUF/ADUF/CMDS** | | | | | | | | | | | | | | | | | |
| | **ACCESS DAILY USAGE FILE (ADUF)** | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | $0.0143910 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | $0.000129730 | | | | | | | | | | |
| | **OPTIONAL DAILY USAGE FILE (ODUF)** | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | $0.0000071 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | $0.006835 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | $48.96 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | $0.00010811 | | | | | | | | | | |
| | **ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)** | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.229109 | | | | | | | | | | |
| | **CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)** | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | I | | | N/A | $0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | I | | | N/A | $0.001 | | | | | | | | | | |
| | **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 / SPRINT RATES**
**ODUF/ADUF/CMDS**
**Georgia**

| CATEGORY | NOTES | RATE ELEMENT | Interim | Zone | BCS | USOC | RATES | | | | | OSS RATES | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 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-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| ODUF/EDOUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | $0.0136327 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | $0.0000434 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | $0.0001275 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | $0.0082548 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | $28.85 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | $0.0000434 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | ENHANCED OPTION DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | $0.0034555 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | I | | | N/A | $0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | I | | | N/A | $0.001 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | **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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/EODUF/CMDS - Kentucky | | | | | | | | | | | | | | Attachment: 7 | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| ODUF/ADUF/EODUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.001857 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.0001245 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000136 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.002506 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 35.90 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00010372 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.235889 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/CMDS - Louisiana | | | | | | | | | | | | | | Attachment: 7 | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| ODUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.007983 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00012681 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000117 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.004641 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 48.45 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00010568 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.250015 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/CMDS - Mississippi | | | | | | | | | | | | | | Attachment: 7 | | | Exhibit: A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS RATES ($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
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| | | | | | | | | | | | | | | | | | |
| ODUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.008087 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00012803 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000063 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.004707 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 49.04 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00010669 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.250424 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/EODUF/CMDS - North Carolina | | | | | | | | | | | | | | Attachment: 7 | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| ODUF/ADUF/EODUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.01435 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.0001277 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0003 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.0032 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 54.61 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00004 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.2285406 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/CMDS - South Carolina | | | | | | | | | | | | | | Attachment: 7 | | Exhibit: A | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| ODUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.008061 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00013036 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000216 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.004704 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 48.87 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.00010863 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.258301 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | 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. | | | | | | | | | | | | | | | | |

| ODUF/ADUF/CMDS - Tennessee | | | | | | | | | | | | | | Attachment: 7 | | | Exhibit: A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES($) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS RATES ($) | | | | | |
| | | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
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| ODUF/ADUF/CMDS | | | | | | | | | | | | | | | | | |
| | ACCESS DAILY USAGE FILE (ADUF) | | | | | | | | | | | | | | | | |
| | | ADUF: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | ADUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | N/A | 0.0000044 | | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | N/A | 0.0027366 | | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 52.75 | | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.0000339 | | | | | | | | | | |
| | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | | | |
| | | CMDS: Message Processing, per message | | | | N/A | 0.004 | | | | | | | | | | |
| | | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | N/A | 0.001 | | | | | | | | | | |
| | 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 8

## LICENSE

*for*

## RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

**Dated:** _____ , _____

*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**
*( Licensor )*

*And*

*Sprint's legal name to be inserted*
*( Licensee )*

Sprint desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

**BELLSOUTH License Number -** _____

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II Records Maintenance Centers

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I Administrative Forms and Notices

# RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment, together with the General Terms and Conditions Sections of this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Sprint access to BellSouth's Poles, Ducts, Conduits and Rights-of-Way, pursuant to the Act

## 1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights-of-Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Sprint Sheath or Inner-duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term Licensee refers to a third person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested Occupancy or attachment of Sprint's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Sprint's Facilities and not to meet BellSouth's business needs or convenience. Make-Ready Work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Sprint's Facilities.

1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right-of-way.

1.23 Owner. The term Owner is defined as the person in whom is vested the ownership, or title of property; proprietor.

1.24 Person Acting on Sprint's Behalf. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.

1.25 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.28 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Sprint's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint's Facilities.

1.29 Right-of-Way (ROW). The term Right-of-Way refers to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.31 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-duct not currently Assigned or subject to a pending Application for attachment/Occupancy. Spare capacity does not include an Inner-duct (not to exceed one Inner-duct per party) reserved by BellSouth, Sprint, or a Third Party for maintenance, repair, or emergency restoration.

1.32 Intentionally left blank.

1.33 Third Party. The terms Third Party and third parties refer to persons and entities other than Sprint and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

## 2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Sprint with equal and nondiscriminatory access to Poles, Conduits, Ducts, and Rights-of-Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Sprint authorizing Sprint to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Sprint agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, Occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Sprint may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Sprint under this Attachment, except that Sprint may lease its own Facilities to third parties. Notwithstanding the above, upon notice to BellSouth, Sprint may permit Third Parties who have an agreement with BellSouth to overlash to existing Sprint attachments in accordance with the terms and conditions of such Third Party’s agreement with BellSouth, and Sprint may lease dark fiber to a Third Party.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Sprint one or more Licenses authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights-of-Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet BellSouth's plans that are anticipated/projected for the next 1-year planning period, or is licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated Rights-of-Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Sprint with access to and use of such Rights-of-Way to the same extent and for the same purposes that BellSouth may access or use such Rights-of-Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the Owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Sprint.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 2.4.2, or, in the case where Sprint elects not to invoke its rights under 2.4.1 or 2.4.2, Sprint shall be responsible for obtaining such permission to access and use such Rights-of-Way. BellSouth shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Sprint.

2.4.4 Where BellSouth has any ownership or Rights-of-Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Sprint through a License or other attachment:

2.4.4.1 The right to use any Available space owned or controlled by BellSouth in the building or building complex to install Sprint equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-of-Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights-of-Way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Sprint has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Sprint reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights-of-Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Sprint acknowledges that the Facilities of persons or entities other than BellSouth and Sprint may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights-of-Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Sprint Facilities, BellSouth shall notify Sprint of any such unauthorized attachments. BellSouth shall coordinate with Sprint, and BellSouth shall use its best efforts to rectify the situation.

2.8.3 With respect to Facilities occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will give to Sprint 60 calendar days' written notice for Conduit extensions or reinforcements, 60 calendar days' written notice for Pole line extensions, 60 calendar days' written notice for Pole replacements, and 60 calendar days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing Licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) calendar days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Sprint.

2.8.4 Upon Sprint's request and at its expense, BellSouth shall remove any retired cable from Conduit Systems to accommodate Sprint's Facilities and allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables. If the parties are unable to agree, on such removal arrangements, the matter may be resolved pursuant to the Dispute Resolution procedure set forth in the General Terms and Conditions of this Agreement.

2.8.5 BellSouth shall allow Sprint to reserve spares and space for maintenance and emergency purposes as permitted by federal or state legal or regulatory authority.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Sprint and other telecommunication service providers.

## 3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Sprint agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Sprint's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Sprint's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.

3.3.3 Sprint's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Sprint shall occupy a Conduit System containing BellSouth's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Sprint's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Sprint's cable facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's Conduit to BellSouth's Conduit System:

3.5.1 Sprint will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint’s expense. In no event shall Sprint or its contractor “core bore” or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Sprint’s expense, the entrance and exit of Sprint's Facilities into BellSouth's Manholes and the placement of Sprint's Facilities in BellSouth's Manholes.

3.5.3 If Sprint constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Sprint's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to BellSouth's Conduit Systems may be performed by BellSouth at Sprint's expense at charges which represent BellSouth's actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's Facilities) within BellSouth's Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Sprint's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.

3.6.2 "Rodding" or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with BellSouth for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Sprint's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Sprint's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore") and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Sprint's Facilities attached to BellSouth Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards.

3.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore").

3.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-of-Way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Sprint's behalf, or for the safety of bystanders. Sprint also has responsibility for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Sprint's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Sprint's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Sprint shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth’s Manholes.

3.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, BellSouth's employee or agent shall have the authority to suspend Sprint's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Sprint agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, BellSouth will promptly notify Sprint of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Sprint acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit, " "Transite," or "Johns-Manville." Until proven otherwise, Sprint will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Sprint or personnel performing work on Sprint's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Sprint's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as BellSouth and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Sprint agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Sprint Solely Responsible for the Condition of Its Facilities. Sprint shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Sprint's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified or, where not readily identifiable, shall be reported to BellSouth.

3.13 Efficient use of Conduit. BellSouth will install Inner-ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-ducts which can reasonably be installed will be determined by BellSouth.

## 4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Attachment authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the Owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Sprint shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Sprint in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## 5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Sprint. In order to obtain information regarding Facilities, Sprint shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
2) Copying Costs
3) Shipping Costs

5.3 No Warranty of Record Information. Sprint acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right-of-Way. In providing such records and information, BellSouth assumes no liability to Sprint or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Sprint's expense.

5.5 Assignment of Conduit, Duct and Poles. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 calendar days after BellSouth receives Sprint's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such Available space shall remain in effect until make-ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein stated in 6.2. If Sprint approves BellSouth's make-ready Costs, Sprint shall have twelve (12) months from the date of issuance of License to install its Facilities.

If Sprint rejects BellSouth's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs BellSouth that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become Available.

## 6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Sprint's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Sprint desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges based upon the expedited timeframes requested. If Sprint accepts BellSouth's offer, Sprint shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Sprint at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a

contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Sprint at the time all Make-Ready Work necessary to Sprint's attachment or Occupancy has been completed., but in no event shall the issuance exceed thirty (30) calendar days after completion of Make-Ready Work. BellSouth agrees to perform Make-Ready Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees.

## 7. APPLICATION FORM AND FEES

Application Process. To apply for a License under this Attachment, Sprint shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with BellSouth, Sprint may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

7.1.1 BellSouth will review a complete Application and in the event of denial, will advise Sprint of such within forty-five (45) calendar days. In the event no denial is made within such forty-five (45) calendar day period, the Application will be deemed accepted.

7.1.2 Each Application for a License under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole.

7.1.3 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work. If on the Application Sprint indicates that BellSouth is to perform the Make-Ready Work, BellSouth will provide Sprint with the Make-Ready Work estimate for approval by Sprint at Sprint's option. Sprint may proceed in accordance with section 5.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Sprint may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide BellSouth with reasonable notice, and shall obtain written permission from the Owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail BellSouth's findings. If Sprint desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Sprint must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

| | **Notices** | **Billing Address** |
|---|---|---|
| *To Licensee as follows:* | | |
| Contact | Timothy A. Dismond | Rachel Williams-Glenn |
| Title | Manager - Right of Way | Spv Project Admin |
| Company | Sprint Communications L.P. | Sprint Communications L.P. |
| Address | Mailstop: KSOPHT0101-Z2040 | Attn: CRE-Lease Admin |
| Address | 6391 Sprint Parkway | P.O. Box 12908 |
| City, State, and Zip Code | Overland Park, KS 66251-2040 | Shawnee Mission, KS 66251-2040 |
| Telephone | 913 762-7676 | 913 315-4416 |
| Facsimile | 913 762-0912 | 913 315-4459 |
| with a copy to: | John Chapman | |
| | Attorney Sprint Legal Department | |
| | Mailstop: KSOPHT0101-Z2020 | |
| | 6391 Sprint Parkway | |
| | Overland Park, Kansas 66251-2020 | |
| | Phone: 913 624-6442 | |
| | Fax: 913 624-6388 | |
| *and to Licensor as follows:* | | |
| Contact | Arthur B. Williams | |
| Title | Manager | |
| Company | BellSouth Telecommunications, Inc. | |
| Address | North W3D2 | |
| Address | 3535 Colonnade Parkway | |
| City, State, and Zip Code | Birmingham, AL 35243 | |
| Telephone | (205) 977-5068 | |
| Facsimile | (205) 977-7997 | |

## 8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Sprint's Priorities. When Sprint has multiple Applications on file with BellSouth, Sprint shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Pre-License Survey. After Sprint has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Sprint a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Sprint Costs to complete the Pre-License Survey; after receipt of Sprint's payment of Pre-License Survey Costs, BellSouth will schedule the survey. BellSouth agrees to perform Pre-License Survey Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees. If Sprint gives its prior written consent in writing, the determination of Duct availability may include the "rodding" of Ducts at Sprint's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Sprint's proposed attachments to BellSouth's Poles or Occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Sprint shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Sprint's proposed use of BellSouth' s Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. In the case of a dispute, the parties shall submit the issue for resolution pursuant to the procedures set forth for Dispute Resolution General Terms and Conditions, of this Agreement. Sprint shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that BellSouth is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed Facilities) will be performed by BellSouth at Sprint’s expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

## 9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Sprint pursuant to this 9.1. BellSouth and Sprint acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such License and further subject to Sprint's right to terminate such License at any time for any reason upon at least thirty (30) calendar days' prior written notice.

9.1.1 Intentionally left blank (BST standard moved to 5.1.1).

9.2 Multiple Applications. Sprint acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work; provided, however, to the extent BellSouth is also utilizing the facility and to the extent any modification is used to bring the Facilities into compliance with any applicable safety or other governmental requirement or to perform any necessary repairs, BellSouth will be responsible for its share of the modification Cost.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the Owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Sprint's Facilities in or to BellSouth's structures.

9.5 Intentionally left blank (BST standard moved to 6.1.1).

9.6 License. When Sprint's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Sprint to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

## 10. CONSTRUCTION OF SPRINT'S FACILITIES

10.1 Construction Schedule. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Sprint to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Sprint shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places Facilities in BellSouth's Conduit System:

10.2.1 Sprint shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or Inner-ducts (if Available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is Available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Sprint Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Sprint and BellSouth, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.4.1 Intentionally left blank (BST standard moved to 3.6.6.1).

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Sprint shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Sprint shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Sprint shall satisfy all legal requirements set forth above in this Agreement.

10.5.3 Sprint shall not permit any Person Acting on Sprint's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Sprint shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Sprint shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Sprint's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Sprint shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Sprint attachment to or Occupancy within BellSouth Facilities, Sprint will provide to BellSouth's single-point of contact (within 60 calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

## 11. USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES

11.1 Use of Sprint's Facilities. Each License granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Sprint's Facilities. Each License granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Sprint shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Sprint Responsible for Maintenance of Sprint's Facilities. Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Sprint's Facilities. BellSouth shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Sprint's Facilities. Promptly after the issuance of a License permitting Sprint to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Sprint shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities. All personnel authorized to have access to Sprint's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

## 12. MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Sprint shall, when practicable, notify BellSouth in writing at least 60 calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Sprint use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-ducts, or substantial space in any handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Sprint's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

## 13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a License, Sprint determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Sprint's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Sprint, Sprint shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Sprint's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, BellSouth shall provide Sprint with the estimated Cost for Make-Ready Work within 30 calendar days of such determination.

13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Sprint. In the event Sprint encounters problems with Licensees failing to rearrange said Facilities in a timely manner BellSouth will request that Licensee rearrange its Facilities at Sprint's expense.

13.2 Rearrangement of Sprint's Facilities at BellSouth's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Sprint agrees that Sprint will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Sprint, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Sprint shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Sprint customer.

13.2.2 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

## 14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Sprint Responsible for Emergency Repairs to its Own Facilities. In general, Sprint shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Sprint's Facilities.

## 15. INSPECTION BY BELLSOUTH OF SPRINT'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Sprint's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Sprint's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Sprint advance written notice of such inspections, and Sprint shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Sprint.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Sprint shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Sprint. Neither the act of inspection by BellSouth of Sprint's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.

## 16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Sprint's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Sprint specifying the alleged noncompliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute BellSouth's assertion that such Facilities are not in compliance, Sprint agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Sprint disputes BellSouth's assertion that Sprint's Facilities are not in compliance, Sprint shall notify BellSouth in writing of the basis for Sprint's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Sprint's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Sprint's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Sprint's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Sprint's Facilities, BellSouth shall endeavor to arrange with Sprint for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the Facilities and take such steps as Sprint may deem necessary to insure that the Facilities meet Sprint's performance requirements.

16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by BellSouth to Sprint pursuant to Section 16.3 of this Attachment shall be resolved in accordance with the procedures set forth for Dispute Resolution in the General Terms and Conditions of this Agreement.

## 17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Sprint to submit in writing, within thirty (30) calendar days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Sprint may be required at BellSouth's option to remove its unauthorized attachment or Occupancy within sixty (60) calendar days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Sprint's Facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such unauthorized Occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in General Terms and Conditions of this Agreement.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately for unauthorized Pole attachments or Conduit Occupancy, whether or not Sprint is permitted to continue such unauthorized Pole attachment or Conduit System Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this attachment in regard to said unauthorized use from its inception.

## 18. REMOVAL OF SPRINT'S FACILITIES

18.1 Pole Attachments. Sprint, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) calendar days after termination of the License covering such attachments or as mutually agreed to between BellSouth and Sprint. If Sprint fails to remove its attachments within such thirty (30) calendar day period or as mutually agreed to between BellSouth and Sprint, BellSouth shall have the right to remove such attachments at Sprint's expense and without any liability on the part of BellSouth for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Sprint, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) calendar days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Sprint replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 In the event that Sprint elected to have unused or abandoned Facilities removed pursuant to section 2.8.4 of this Attachment, Sprint shall not be required to remove its Facilities from such Conduit System as required by section 18.1 to the extent such Sprint Facilities are of a similar quantity and nature to the Facilities removed. In such event, Sprint will be required to tag or otherwise physically identify the Facilities as abandoned or having been removed from service by Sprint.

18.2.3 If Sprint fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Sprint's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Sprint shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this attachment until all of Sprint's Facilities are physically removed from BellSouth's Poles or Conduit System.

## 19. FEES, CHARGES, AND BILLING

19.1 License Charges. Sprint agrees to pay charges in Appendix 1 of this Attachment. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or state Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or Occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Sprint by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

## 20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Sprint's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

## 21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Sprint fails to timely satisfy its financial obligations under this Attachment, Sprint may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Sprint hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Sprint hereunder.

## 22. INSURANCE

22.1 Sprint shall obtain and maintain insurance, insuring the contractual liability and indemnification provisions of this Attachment, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment.

22.2 Sprint shall maintain the following amounts of insurance:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Sprint shall name BellSouth as an additional insured on the general liability policy with respect to the terms and conditions of this attachment.

22.3 Sprint shall submit to BellSouth certificates by each company insuring Sprint with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or materially change any such policy of insurance issued to Sprint except after thirty (30) calendar days written notice to BellSouth.

22.4 Sprint shall also carry such insurance as will protect it from claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before BellSouth will authorize attachment to a Pole and/or Anchor, or Occupancy of a Conduit System and shall remain in force until such Sprint's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that Sprint shall fail to maintain the required insurance coverage, BellSouth may pay any premium thereon falling due, and Sprint shall forthwith reimburse BellSouth for any such premium paid, but only for the pro-rata period of noncompliance.

22.6 Intentionally left blank

22.7 Intentionally left blank

## 23. DAMAGE TO FACILITIES

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors.

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**24. AUTHORIZATION NOT EXCLUSIVE**

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Sprint. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment and Sprint's rights hereunder.

**25. ASSIGNMENT OF RIGHTS**

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25.2 Intentionally left blank

**26. FAILURE TO ENFORCE**

26.1 Intentionally left blank

**27. TERM OF AGREEMENT**

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27.2 Intentionally left blank

**28. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

28.1 All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

# APPENDIX I

## 2001 FCC Formula Supported Fees for attachments and/or occupancy effective 1/1/2001

**(Re-calculated annually)**

*Except as noted, these rates are interim rates and shall be "trued-up" (up or down) based on final rates if further determined by an effective order.*

*Licensee shall pay to Licensor the following fees:*

| State | Poles | Anchors | Conduit | |
|---|---|---|---|---|
| | *(ea. / yr.)* | *(ea. / yr.)* | | *($ / ft. / yr.)* |
| Alabama | $ 4.02 | $ 4.89 | | $ 0.30 |
| Kentucky ① | | | | 0.70 |
| 2-user | 9.45 | $ 12.90 | | |
| 3-user | 5.35 | 8.60 | | |
| Louisiana | 7.45 | | | 0.61 |
| Mississippi | 5.14 | | | 2.50 ② |
| Tennessee | 6.19 | | | 0.36 |
| Florida | 4.87 | | | 0.56 |
| | | Miami River crossing | | 17.13 |
| Georgia ③ | 5.50 | | | 0.49 |
| North Carolina | 4.09 | | | 0.46 |
| South Carolina | 3.43 | | | 0.40 |

① All rates in Kentucky are by tariff; not interim.

② Tariff rate in Mississippi; not interim.

③ FCC formula calculated rates; differs from Docket 7061-U.

Conduit rates have been developed using the one-half (1/2) duct convention beginning in year 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

## Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

# Appendix II

## Records Maintenance Centers

For **Alabama** plant and Right-of-Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right-of-Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right-of-Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right-of-Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right-of-Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

# EXHIBIT I

# ADMINISTRATIVE FORMS AND NOTICES

Administrative forms and notices can be obtained at BellSouth's web site located at http://www.interconnection.bellsouth.com/.

At the menu screen, select the following:

1) Guides

2) Poles, Ducts, Conduits & Rights of Way

# Attachment 9

# Performance Measurements

BellSouth will follow the rulings of the state regulatory commissions pertaining to performance measurements and enforcement mechanisms that are now in effect or that become effective after execution of this Agreement. In the interim, the regional BellSouth Service Quality Measurements (SQM) document as posted on the BellSouth website will be followed in all states except Tennessee. In Tennessee, the attached SQM will be followed until superceded by a Tennessee Regulatory Authority ordered Tennessee specific SQM that shall be implemented without amendment to this Agreement.

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| | |
|---|---|
| **Agreement Effective Date:** | **Agreement Expiration Date:** |
| **Account Manager:** | **Account Manager Tel No:** |

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| Terms/Conditions PartA | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| Terms/Conditions Part B | | | |
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| 1-Resale | 1 | | |
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| 2-Network Elements & Other Services | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 3-Local Interconnection | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 4-Physical Collocation | 1 | | |
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| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| 4A – Virtual Collocation | 1 | | |
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| 4B-Remote Site Physical Collocation | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
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**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 4C – Microwave Collocation | 1 | | |
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| 5-Access to Numbers & Number Portability | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 6-Ordering/Provisioning | 1 | | |
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| 7-Billing & Billing Accuracy Certification | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**
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**Sprint**
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| | Appendix II | | |
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| 10-Executive Summary | | | |
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| 11-Disaster Recovery | | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

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| **Agreement Effective Date:** | **Agreement Expiration Date:** |
| **Account Manager:** | **Account Manager Tel No:** |

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| Terms/Conditions Part B | | | |
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| 2-Network Elements & Other Services | 1 | | |

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**
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**Sprint**
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| 3-Local Interconnection | 1 | | |
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| 4-Physical Collocation | 1 | | |
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| 4A – Virtual Collocation | 1 | | |
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| 4B-Remote Site Physical Collocation | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**
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| 5-Access to Numbers & Number Portability | 1 | | |
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**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**
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| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 6-Ordering/Provisioning | 1 | | |
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| 7-Billing & Billing Accuracy Certification | 1 | | |
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**Sprint**
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**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**
**for**
**Sprint**
**BellSouth Standard Interconnection Agreement**

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
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| 9-Perf Measurement | | | |
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| 10-Executive Summary | | | |
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| 11-Disaster Recovery | | | |
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# Attachment 11
# BellSouth Disaster Recovery Plan

# *2000*
# *BELLSOUTH*

# *DISASTER RECOVERY PLANNING*

***For***

## *CLECS*

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## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## 2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

**The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.**

## 3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

## 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

## 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

## 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

## 5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

## 5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

## 5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

### 5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

### 5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

### 5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

## 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

## 6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

## 7.0 ACRONYMS

| | | |
|---|---|---|
| CO | - | Central Office (BellSouth) |
| DS3 | - | Facility that carries 28 T1s (672 circuits) |
| ECC | - | Emergency Control Center (BellSouth) |
| CLEC | - | Competitive Local Exchange Carrier |
| NMC | - | Network Management Center |
| SWC | - | Serving Wire Center (BellSouth switch) |
| T1 | - | Facility that carries 24 circuits |

## Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

## BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.