

- 6.8.1.3.1.1 An ISUP Signal Formulation charge is assessed, per call set-up request, for terminating and originating formulating signaling messages in association with call set-up.
- 6.8.1.3.2 Signal Transport
 - 6.8.1.3.2.1 An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to and from the Company STP in association with call set-up.
 - 6.8.1.3.2.2 A TCAP Signal Transport charge is assessed per data request transported to a BellSouth STP and destined for a foreign database.
- 6.8.1.3.3 Signal Switching
 - 6.8.1.3.3.1 An ISUP Signal Switching charge is assessed per call set-up request that is switched at the Company STP for terminating and originating messages .
 - 6.8.1.3.3.2 A TCAP Signal Switching charge is assessed for each data request that is switched by the Company STP and destined for a foreign network or database.
- 6.8.1.3.4 Query Charges
 - 6.8.1.3.4.1 Query charges apply for queries to the Company LIDB and the LNP Data Base. When query charges apply for access to a Company provided database, message charges are not assessed. LIDB Query Charges are described in 6.9.3, following and the LNP Data Base Query Charge is described in 6.9.4, following.
- 6.8.1.4 TCAP Bill and Keep
 - 6.8.1.4.1 The Parties agree to treat signaling messages, signaling ports, and signaling links associated with local calls on a bill and keep basis.
 - 6.8.1.4.2 <customer_short_name> and BellSouth agree that BellSouth will bill <customer_short_name> for signaling links, signaling ports, and signaling messages associated with interstate calls and with intrastate non-local calls in accordance with BellSouth's federal and state tariffs.
 - 6.8.1.4.3 Beginning on the Effective Date of this Agreement and continuing until <customer_short_name> implements a system that is capable of counting the total number of signaling messages that traveled over facilities connecting <customer_short_name>'s CCS7 network and BellSouth's CCS7 network, BellSouth agrees that for the purposes of billing BellSouth for signaling messages for any given month, <customer_short_name> may use the total number of signaling messages that BellSouth's signaling bill to <customer_short_name>

indicates have traveled over facilities connecting <customer_short_name>'s CCS7 network and BellSouth's CCS7 network for that same month. When <customer_short_name> implements a system that is capable of counting the total number of signaling messages that travel over facilities connecting <customer_short_name>'s CCS7 network and BellSouth's CCS7 network, <customer_short_name> will use the number of signaling messages counted by such system for the purposes of billing BellSouth for signaling messages, subject to BellSouth's right to contest the accuracy of the number of signaling messages counted by such system.

- 6.8.1.4.4 For the purposes of billing BellSouth for signaling messages, <customer_short_name> will apply the SPIU/SPLU provided by BellSouth (which can, at BellSouth's option, be the same as the PIU/PLU that BellSouth provides for minutes of use) to the number of messages calculated pursuant to Paragraph 6.8.1.4.3 above.

6.9 RATES AND CHARGES ASSOCIATED WITH SS7

- | | | |
|-------|----------------------------------|-------------|
| 6.9.1 | Message Charge for ISUP Messages | RATE |
| | Per signaling message | Bill & Keep |

- | | | |
|-------|----------------------------------|------------|
| 6.9.2 | Message Charge for TCAP Messages | RATE |
| | Per signaling message | Bill& Keep |

6.9.3 LINE INFORMATION DATA BASE SERVICE

RATE PER QUERY

- | | |
|------------------------------|--|
| Per Access Transport Query | Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others |
| Per Validation Service Query | Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others |
| Per OLNS Service Query | Tariff Rate |

6.9.4 LOCAL NUMBER PORTABILITY DATA BASE SERVICE

- | | |
|---------------|--|
| Per LNP Query | Exhibit A of Attachment 2 for UNE-P Only |
|---------------|--|

Negotiated Rates Pursuant to a Separate Agreement for All Others

6.9.5 800 DATA BASE SERVICE

Per 800 Query Exhibit A of Attachment 2 for UNE-P Only,
Tariff Rate for All Others

7. FORECASTING FOR TRUNK PROVISIONING

- 7.1 Within six (6) months after execution of this Agreement, KMC shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. BellSouth shall then provide to KMC reciprocal trunking forecasts. BellSouth's reciprocal trunking forecasts will be based upon information provided by <customer_short_name> in the initial forecast. If <customer_short_name> refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth. After the exchange of each Party's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 7.2 The Parties shall use best efforts to make the initial and annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.
- 7.3 At a minimum, the joint forecast shall include the projected quantity of Transit Trunks, KMC -to-BellSouth one-way trunks (KMC Trunks), BellSouth-to-KMC one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and . The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities

- 7.4 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for KMC location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 7.5 Once initial interconnection trunk forecasts have been developed, KMC shall continue to provide interconnection trunk forecasts on an annual basis or at otherwise mutually agreeable intervals. KMC shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to exchange Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 7.1.
- 7.6 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted and the provisioning Party shall not be responsible for a lack of interconnection trunks provided that the provisioning Party can establish that best efforts and good faith have been exercised. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
8. **TRUNK UTILIZATION**
- 8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group (Reciprocal Final Trunk Groups), BellSouth and KMC shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 120 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of KMC's forecast, KMC shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 8.1.1 Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-Utilized" trunks. BellSouth's CISC will notify KMC of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide

supporting information either by email or facsimile to the designated KMC interface. KMC will provide concurrence with the disconnection in ten (10) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which KMC expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with KMC to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to KMC. The due date of these orders will be thirty (30) calendar days after KMC was first notified in writing of the underutilization of the trunk groups, unless otherwise agreed to by the Parties. When BellSouth issues disconnect orders to KMC for any Under-utilized Reciprocal Final Trunk Groups, KMC shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth to KMC, if any.

- 8.1.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, BellSouth and KMC shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 120 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of KMC's forecast, KMC shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 8.2.1 BellSouth's LISC will notify KMC of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated KMC interface. KMC will provide concurrence with the disconnection in ten (10) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local

Number Portability) and the timeframes within which KMC expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with KMC to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, KMC will issue disconnect orders to BellSouth. The due date of these orders will be thirty (30) calendar days after KMC was first notified in writing of the underutilization of the trunk groups, unless otherwise agreed to by the Parties.

- 8.2.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

9. INTERFERENCE OR IMPAIRMENT

- 9.1 As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.
- 9.2 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.
- 9.3 BellSouth will use best efforts to provide <customer_short_name> with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, <customer_short_name> may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact <customer_short_name> and such information is reasonably necessary for <customer_short_name> to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide <customer_short_name> with as much notice as is reasonably possible concerning the changed schedule.
- 9.4 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact <customer_short_name>, BellSouth shall use best efforts to provide <customer_short_name> with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, <customer_short_name> may

submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact <customer_short_name> and such information is reasonably necessary for <customer_short_name> to identify and analyze potential risks associated with such maintenance.

- 9.5 BellSouth will provide <customer_short_name>'s Network Operations Center with written notice when translations are scheduled to be modified on <customer_short_name>'s trunk groups. BellSouth shall use best efforts to provide such notice 30 days in advance of such scheduled activity, or as close thereto as possible.

- 9.6 [Parties Disagree]

[KMC Version] Once <customer_short_name> determines that there is an outage that encompasses either a particular section of the network or the whole network, then <customer_short_name> shall generate a trouble ticket to the CISC. After issuing the trouble ticket, <customer_short_name> will notify the appropriate BellSouth representative in the CISC via telephone. <customer_short_name> may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with <customer_short_name> to determine the appropriate steps to resolve such outage. Additionally, <customer_short_name> will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage. **Upon request, BellSouth will provide a written root cause analysis report for all global outages, and for any trunk group outage that has occurred 3 or more times in a 60 day period. BellSouth shall use best efforts to provide such report within five (5) business days after the request for it is made.**

[BellSouth Version] Once <customer_short_name> determines that there is an outage that encompasses either a particular section of the network or the whole network, then <customer_short_name> shall generate a trouble ticket to the CISC. After issuing the trouble ticket, <customer_short_name> will notify the appropriate BellSouth representative in the CISC via telephone. <customer_short_name> may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with <customer_short_name> to determine the appropriate steps to resolve such outage. Additionally, <customer_short_name> will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage. **<customer_short_name> may submit a reasonable request to BellSouth for a written analysis of the cause of any global outage affecting <customer_short_name>'s network. BellSouth shall use best efforts to provide such report within thirty (30) days of such request.**

**10. COMPENSATION FOR CALL TRANSPORTATION AND
TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC**

10.1 [Parties Disagree]

[KMC Version] Notwithstanding any other provision in this Attachment 3, the Parties shall pay each other reciprocal compensation for the transport and termination of Local Traffic at the elemental rates for end office switching, tandem switching and transport, as set forth in Exhibit A. The terminating Party is entitled to bill and the originating Party is obligated to pay reciprocal compensation to the terminating Party at a symmetrical tandem interconnection rate, inclusive of end office switching, tandem switching and transport.

[BellSouth Version] Each Party shall pay compensation to the other Party for the per minute of use rate elements associated with the Call Transport and Termination of Local Traffic.

10.2 [Parties Disagree]

[KMC Version] For the per minute of use rate elements associated with Call Transport and Termination, the Parties shall compensate each other at the rate of \$0.0007 per minute of use for ISP-bound Traffic

[BellSouth Version] For the per minute of use rate elements associated with Call Transport and Termination **of ISP-bound Traffic**, the Parties shall compensate each other at the rate of \$0.0007 **per minute of use subject to the ceiling of minutes as set forth below.**

10.2.1 [Parties Disagree]

[KMC Version] No section.

[BellSouth Version] For ISP-bound Traffic exchanged from the Effective Date through the Expiration Date of this Agreement, compensation as set forth in Section 10.2 shall be billed by the terminating Party to the originating Party on the ISP-bound minutes up to a ceiling of ISP-bound minutes, which shall be calculated as set forth in the ISP Order on Remand. The Parties shall exchange data to determine the appropriate volume of minutes to be utilized.

10.3 Notwithstanding the definitions of Local Traffic and ISP-bound Traffic in this Attachment, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99- 68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and <customer_short_name> agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or <customer_short_name> that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound Traffic for compensation purposes. BellSouth and <customer_short_name> further agree to the

rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or <customer_short_name> that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 10.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and to Multiple Tandem Access as described in this Attachment.
- 10.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 10.6 If <customer_short_name> assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to <customer_short_name> End Users physically located outside of that LATA, BellSouth originated traffic that is not bound for an Internet Service Provider ("ISP") and originates from within the LATA where the NPA/NXXs are assigned and is delivered to a <customer_short_name> End User physically located outside of such LATA shall not be deemed Local Traffic. Further, <customer_short_name> agrees to identify such traffic to BellSouth, to the extent technically feasible, and to compensate BellSouth for originating and transporting such non-local traffic to <customer_short_name> at BellSouth's switched access tariff rates.
- 10.6.1 The Parties have been unable to agree on the treatment of calls where <customer_short_name> assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to <customer_short_name> End Users physically located outside of that LATA and such End Users are Internet Service Providers ("ISPs"). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the treatment of such calls, the Parties agree that, for purposes of this Agreement, traffic delivered to an End User that is an ISP physically located outside of such LATA shall be considered ISP-bound Traffic as defined in this Attachment.
- 10.7 **Jurisdictional Reporting**
- 10.7.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Local Traffic and ISP-bound

Traffic shall be treated as Local for purposes of calculating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 10.7.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Local Traffic and ISP-bound Traffic shall be treated Local for the purposes of calculating the PLF. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 10.7.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. . After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide.
- 10.7.4 **In Lieu of Jurisdictional Factors Reported.** Notwithstanding the provisions in Section 10.5.1, 10.5.2, and 10.5.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors, in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 30 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data.
- 10.7.4.1 Upon the request of the originating Party, the terminating Party shall provide supporting data for the jurisdictional factors proposed by the terminating Party to be used in lieu of those reported by the originating Party. The originating Party shall have 30 days to consent or object to the proposed replacement of reported factors. If the originating Party consents or fails to respond within 30 days, the terminating Party may proceed with the replacement of factors effective at the beginning of the calendar quarter. If the originating Party objects to the proposed replacement of reported factors, the Parties shall proceed as set forth below.
- 10.7.4.2 **[Parties Disagree]**
- [KMC Version]** Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 7.2.5 above. In the

event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 7.2.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. **While such a dispute is pending, factors reported by the originating Party shall remain in place, unless the Parties mutually agree otherwise.**

[BellSouth Version] Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 7.2.5 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 7.2.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. **While such a dispute is pending, the factors proposed by the terminating Party pursuant to Section 7.2.5 above shall be utilized, unless the Parties mutually agree otherwise.**

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

10.8 Compensation for 8XX Traffic

7.6.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. KMC will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

- 10.8.1 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 10.8.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to KMC requires interconnection from KMC to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. KMC shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that KMC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 10.9 Mutual Provision of Switched Access Service
- 10.9.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), and 900 access. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic originated by one Party and terminated by the other. ok)
- 10.9.2 Voice-Over-Internet-Protocol ("VOIP") Transmissions. The Parties have been unable to agree as to whether "Voice-Over-Internet-Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Service Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.
- 10.9.3 If the BellSouth End User chooses KMC as their presubscribed interexchange carrier, or if the BellSouth End User uses KMC as an interexchange carrier on a 101XXXX basis, BellSouth will charge KMC the appropriate BellSouth tariff charges for originating switched access services.
- 10.9.4 When one Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's

tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. . . Thirty (30)-day billing periods will be employed for these arrangements. To the extent either party is providing the tandem function, that party (i.e., Initial Billing Company) agrees to provide to the other company (i.e., Subsequent Billing Company), as defined in MECAB, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.

10.9.5

[Parties Disagree]

[KMC Version] In the event that either Party fails to provide accurate switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible access revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

[BellSouth Version] In the event that the Initial Billing Party, as defined in Section 7.4.4 herein, was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party in a reasonable timeframe and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a reasonable and nondiscriminatory timeframe and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for

such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

- 10.9.6 The Initial Billing Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data. Initial Billing Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 10.9.7 Initial Billing Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 10.9.8 All claims for unbillable or uncollectible revenue should be filed with the Initial Billing Company within 120 days of the date the receipt of the usage record.
- 10.9.9 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic Services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 10.5.6.3 of this Attachment shall govern.

10.10 Transit Traffic

10.10.1 [Parties Disagree]

[KMC's Version] Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges (i.e., common transport and tandem switching charge; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

[BellSouth's Version] Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges (i.e., common transport and tandem switching charges and **tandem**

intermediary charge; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

- 10.10.2 Traffic between KMC and Wireless Type 1 third parties or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate KMC for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.10.3 Traffic between KMC and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as BellSouth-originated traffic and BellSouth shall compensate KMC for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.10.4 Traffic between BellSouth and Wireless Type 1 third parties or a third party CLEC utilizing KMC switching shall not be treated as Transit Traffic from a routing or billing perspective. Such traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing KMC switching shall be treated as KMC-originated traffic and KMC shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.10.5 Traffic between BellSouth and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until KMC and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as KMC -originated traffic and KMC shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.10.6 [Parties Disagree]

[KMC Version] BellSouth agrees to deliver Transit Traffic originated by <customer_short_name> to the terminating carrier; provided, however, that <customer_short_name> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <customer_short_name> for transiting <customer_short_name>-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by <customer_short_name>, <customer_short_name> shall reimburse BellSouth for all charges paid by BellSouth, **which BellSouth is contractually obligated to pay**, provided that BellSouth notifies and, upon request, provides <customer_short_name> with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) **when no similar reimbursement provision applies**. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

[BellSouth Version] BellSouth agrees to deliver Transit Traffic originated by <customer_short_name> to the terminating carrier; provided, however, that <customer_short_name> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <customer_short_name> for transiting <customer_short_name>-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by <customer_short_name>, <customer_short_name> shall reimburse BellSouth for all charges paid by BellSouth, provided that BellSouth notifies <customer_short_name> **and, upon request, provides <customer_short_name> with a copy** of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will use **commercially reasonable** efforts to provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) **under the same circumstances. Once <customer_short_name> reimburses BellSouth for any such payments, any disputes with respect to such charges shall be between <customer_short_name> and the terminating third party carrier.**

Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

- 10.10.7 Except for as provided otherwise in this Attachment, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.
- 10.10.8 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.
- 10.10.9 Exchange of Traffic Subject to Primary Toll Provider Arrangements
 - 10.10.9.1 Where BellSouth is the primary toll provider for an Independent Company's ("ICO") end users (i.e. BellSouth receives the toll revenue paid by the end users) and where such ICO originates a toll call that transits BellSouth's network and is terminated by KMC, BellSouth and KMC will work cooperatively together to determine the appropriate amount of usage to be paid by BellSouth for such traffic. BellSouth shall route such traffic over transit traffic trunk groups, where technically feasible, and will pass appropriate OLI associated with these calls, where technically feasible. KMC will bill BellSouth at KMC's tariffed intrastate switched access rate or non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
 - 10.10.9.2 Where KMC originates traffic that is neither local traffic nor EAS traffic that transits BellSouth's network and it is terminated by and ICO and such ICO charges BellSouth switched access for the termination of such traffic, KMC agrees to reimburse BellSouth for the actual charges assessed by the ICO to BellSouth (and paid by BellSouth) for the KMC originated calls.
 - 10.10.9.3 KMC and BellSouth agree to conduct a quarterly true-up in order to adjust for the appropriate ICO transit usage to be billed to or paid by each party.
- 10.10.10 Misrouting of Traffic.
- 10.10.10.1 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

- 10.10.10.2 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.
- 10.10.10.3 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.
- 10.10.11 Records Exchange
- 10.10.11.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11. FRAME RELAY SERVICE INTERCONNECTION

- 11.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and KMC's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which KMC is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between KMC and BellSouth Frame Relay Switches in the same LATA.
- 11.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 11.3 Upon the request of either Party, such interconnection will be established where BellSouth and KMC have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 11.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service

(both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

- 11.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
 - 11.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
 - 11.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
 - 11.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, KMC may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies KMC that it has found that this method does not adequately represent the PLCU.
 - 11.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
 - 11.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and KMC will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. KMC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of KMC's PLCU.
- 11.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and KMC will pay, the total nonrecurring and recurring charges for the NNI port. KMC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by KMC's PLCU.
- 11.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate

elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

- 11.8 For the PVC segment between the KMC and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 11.9 Compensation for PVC rate elements will be calculated as follows:
 - 11.9.1 If KMC orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the KMC Frame Relay switch, BellSouth will invoice, and KMC will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and KMC Frame Relay switches. If the VC is a Local VC, KMC will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to KMC for the PVC segment.
 - 11.9.2 If BellSouth orders a Local VC connection between a KMC subscriber's PVC segment and a PVC segment from the KMC Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and KMC will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and KMC Frame Relay switches. If the VC is a Local VC, KMC will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to KMC for the PVC segment.
 - 11.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
 - 11.9.4 If KMC requests a change, BellSouth will invoice and KMC will pay a Feature Change charge for each affected PVC segment.
 - 11.9.4.1 If BellSouth requests a change to a Local VC, KMC will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
 - 11.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
 - 11.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay

Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

- 11.10 KMC will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 11.5.3 above.
- 11.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

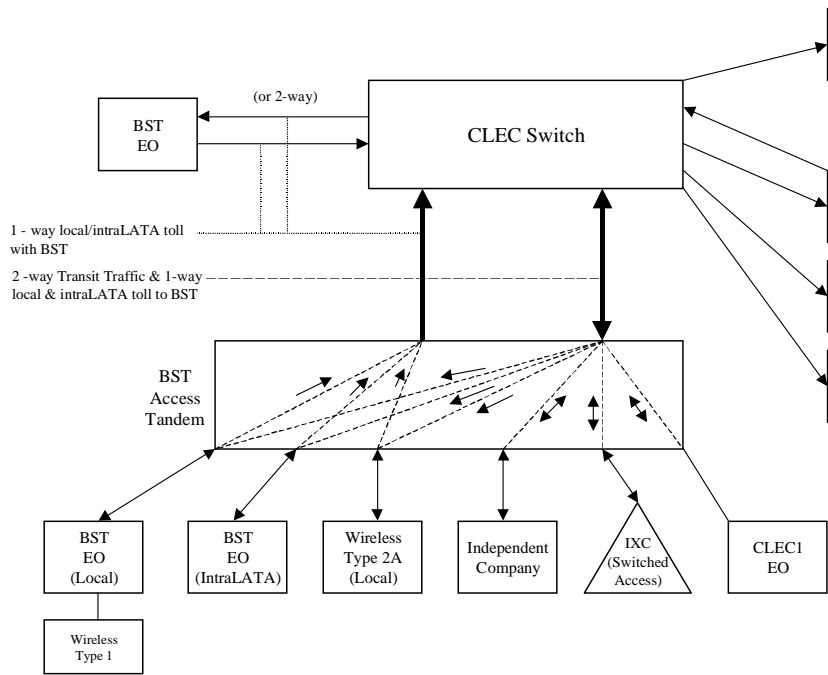
12. BASIC 911 AND E911 INTERCONNECTION

- 12.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 12.2 Basic 911 Interconnection. BellSouth will provide to <customer_short_name> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <customer_short_name> will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. <customer_short_name> will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, <customer_short_name> will be required to begin using E911 procedures.
- 12.3 E911 Interconnection. <customer_short_name> shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <customer_short_name> will be required to provide BellSouth daily updates to the E911 database. <customer_short_name> will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, <customer_short_name> will be required to route the call to a designated seven (7)-digit or ten (10)-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

<customer_short_name> shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

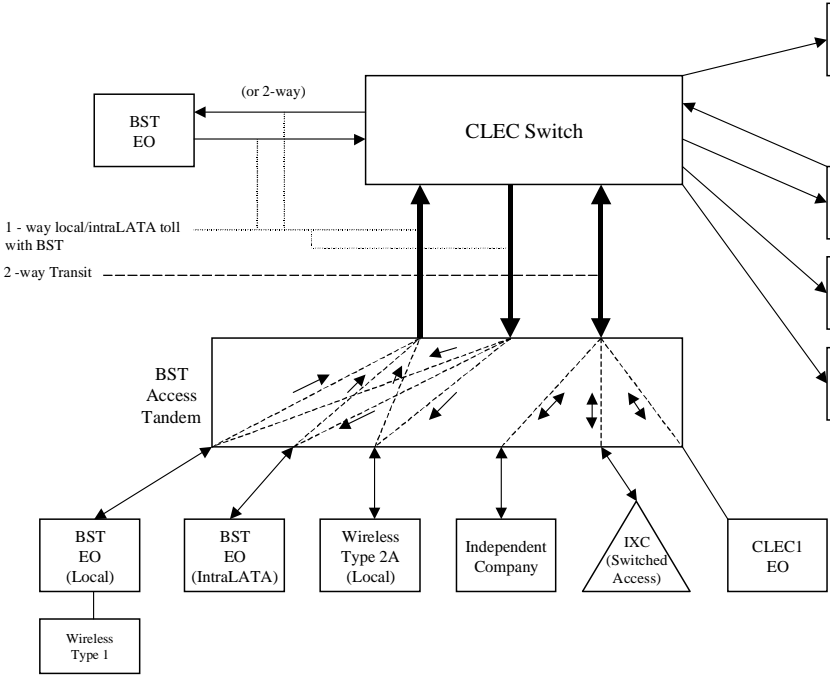
- 12.4 Rates. Recurring and nonrecurring rates associated with trunk groups for 911 service are as set forth in Section 3.3.1 of this Attachment.
- 12.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, which can be found at <http://www.interconnection.bellsouth.com/guides/e911/html/gcuge001/index.htm>.

Basic Architecture

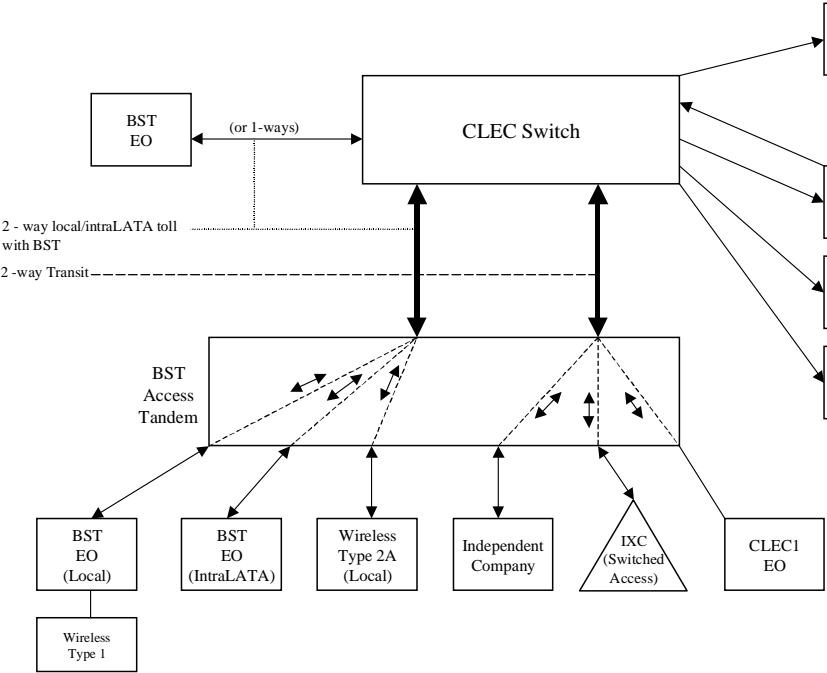


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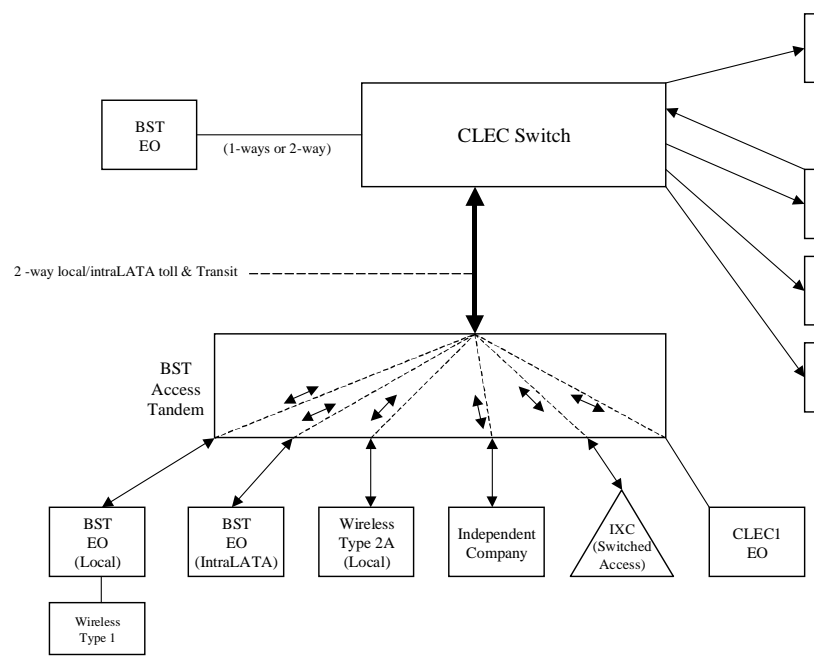
One-Way Architecture



Two-Way Architecture



Supergroup Architecture



LOCAL INTERCONNECTION - Alabama												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
								0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
						OHD		0.000498								
						OHD		0.000498								
						OHD		0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
						OHD	TPP6X		21.56bk	8.12bk						
						OHD	TPP9X		21.56bk	8.12bk						
						OHD	TDEOP	0.00								
						OH1 OH1MS	TDE1P	0.00								
						OHD	TDWOP	0.00								
						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
						OHD		0.0000023								
						OHD		0.0003224								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
						OHM	1L5NF	0.008838bk								
						OHM	1L5NF	21.13bk	40.54bk	27.41bk	16.74bk	6.90bk				
						OHM	1L5NK	0.008838bk								
						OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk				
						OHM	1L5NK	0.008838bk								
						OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk				
						OH1, OH1MS	1L5NL	0.18bk								
						OH1, OH1MS	1L5NL	60.16bk	89.27bk	81.81bk	16.35bk	14.44bk				
						OH3, OH3MS	1L5NM	4.09bk								
						OH3, OH3MS	1L5NM	703.52bk	278.75bk	162.76bk	60.20bk	58.46bk				
LOCAL CHANNEL - DEDICATED TRANSPORT																
						OHM	TEFV2	13.97bk	193.10bk	33.17bk	36.64bk	3.20bk				
						OHM	TEFV4	14.93bk	193.53bk	33.60bk	37.11bk	3.67bk				
						OH1	TEFHG	35.76bk	177.47bk	153.72bk	22.19bk	15.26bk				
						OH3	TEFHJ	416.54bk	451.52bk	263.94bk	119.49bk	83.58bk				
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
						OH1MS	TEFHG	0.00	0.00							
						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																
						OH1, OH1MS	SATN1	101.06bk	91.04bk	62.57bk	10.54bk	9.79bk				
						OH3, OH3MS	SATNS	166.13bk	178.14bk	93.97bk	33.26bk	31.63bk				
						OH1, OH1MS	SATCO	12.70bk	6.58bk	4.72bk						

LOCAL INTERCONNECTION - Alabama													Attachment: 3		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	SOMECEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Florida												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.0006019								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0006019								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.73bk	8.19bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.73bk	8.19bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000035							
	Common Transport - Facilities Termination Per MOU						OHD		0.0004372							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0091bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0091bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0091bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1856bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	88.44bk	105.54bk	98.47bk	21.47bk	19.05bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	3.87bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1071.00bk	335.46bk	219.28bk	72.03bk	70.56bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4.00bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.30bk	16.95bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.77bk	101.42bk	71.62bk	11.09bk	10.49bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	211.19bk	199.28bk	118.64bk	40.34bk	39.07bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	13.76bk	10.07bk	7.08bk					

LOCAL INTERCONNECTION - Florida												Attachment: 3		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	SOMECSOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Georgia												Attachment: 3		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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.0004086								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0004086								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.53bk	8.11bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.53bk	8.11bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000027							
	Common Transport - Facilities Termination Per MOU						OHD		0.0001914							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0057bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	12.87bk	48.455bk	19.48bk	16.575bk	4.995bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0057bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0057bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	7.83bk	48.455bk	19.48bk	16.575bk	4.995bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.1154bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	34.19bk	111.025bk	80.28bk	31.355bk	21.73bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.53bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	342.02bk	320.47bk	86.32bk	66.77bk	52.81bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	7.74bk	121.065bk	53.295bk	46.395bk	13.365bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	8.72bk	125.62bk	54.43bk	46.395bk	13.365bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	18.47bk	149.46bk	111.195bk	40.355bk	26.115bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	147.01bk	445.01bk	145.18bk	112.905bk	75.88bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	69.75bk	105.675bk	41.585bk	23.75bk	4.19bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	121.9bk	224.475bk	71.83bk	40.005bk	31.065bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	7.35bk	15.805bk	11.385bk	6.605bk	6.605bk			

LOCAL INTERCONNECTION - Georgia													Attachment: 3		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

LOCAL INTERCONNECTION - Kentucky												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.0006772								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0006772								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58bk	8.13bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58bk	8.13bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.000003							
	Common Transport - Facilities Termination Per MOU						OHD		0.0007466							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.01bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	29.11bk	47.34bk	31.78bk	22.77bk				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0115bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0115bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.23bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	96.04bk	105.52bk	98.46bk	23.09bk	20.49bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.97bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1175.15bk	335.4bk	219.24bk	89.57bk	87.75bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.57bk	265.78bk	46.96bk	46.79bk	4.98bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.86bk	266.48bk	47.65bk	47.54bk	5.73bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	40.46bk	209.6bk	176.51bk	30.21bk	21.07bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	576.05bk	551.38bk	338.08bk	173bk	120.42bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	113.33bk	101.4bk	71.6bk	13.79bk	13.04bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	158.2bk	199.23bk	118.62bk	50.16bk	bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	11.8bk	10.07bk	7.08bk					

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Louisiana												Attachment: 3		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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																	
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU								0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																	
TANDEM SWITCHING																	
	Tandem Switching Function Per MOU						OHD		0.0005507								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD		0.0005507								
	Tandem Intermediary Charge, per MOU*						OHD		0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.64bk	8.15bk						
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.64bk	8.15bk						
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00								
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00								
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU						OHD		0.0000032								
	Common Transport - Facilities Termination Per MOU						OHD		0.0003748								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.013bk								
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.6bk	39.36bk	26.62bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.013bk								
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.61bk	39.37bk	26.62bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.013bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.61bk	39.37bk	26.62bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.2652bk								
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	70.47bk	86.69bk	79.44bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	6.04bk								
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	850.45bk	270.69bk	158.05bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	18.32bk	187.51bk	32.21bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	19.41bk	187.94bk	32.63bk						
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	39.18bk	172.34bk	149.27bk						
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	469.44bk	438.46bk	256.3bk						
LOCAL INTERCONNECTION MID-SPAN MEET																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00							
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	105.09bk	88.41bk	60.76bk						
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	201.48bk	172.99bk	91.25bk						
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	11.78bk	6.39bk	4.58bk						

LOCAL INTERCONNECTION - Louisiana												Attachment: 3		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	SOMECSOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Mississippi												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.0005379								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0005379								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.58bk	8.13bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.58bk	8.13bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000026							
	Common Transport - Facilities Termination Per MOU						OHD		0.0004541							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0098bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	22.52bk	40.77bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0098bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0098bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	15.68bk	40.78bk	27.57bk	17.26bk	7.11bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.201bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	57.33bk	89.79bk	82.28bk	16.86bk	14.9bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	4.76bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	641.9bk	280.37bk	163.7bk	62.08bk	60.29bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	14.91bk	194.22bk	33.36bk	37.79bk	3.3bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	15.99bk	194.66bk	33.8bk	38.27bk	3.78bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.83bk	178.5bk	154.61bk	22.89bk	15.74bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	413.87bk	454.13bk	264.47bk	123.23bk	86.19bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	102.85bk	91.57bk	62.94bk	10.87bk	10.1bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	170.63bk	179.17bk	94.52bk	34.3bk	32.82bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	12.96bk	6.62bk	4.74bk					

LOCAL INTERCONNECTION - Mississippi												Attachment: 3		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	SOME C	SOMAN	SOMAN

LOCAL INTERCONNECTION - North Carolina												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.0012								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.0012								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.55bk	8.12bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.55bk	8.12bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.00001							
	Common Transport - Facilities Termination Per MOU						OHD		0.00034							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0282bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18bk	137.48bk	52.58bk					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0282bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.4bk	137.48bk	52.58bk					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0282bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.4bk	137.48bk	52.58bk					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.5753bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	71.29bk	217.17bk	163.75bk					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	12.98bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	720.38bk	794.94bk	579.55bk					
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	11.24bk	553.8bk	89.69bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	12.03bk	562.23bk	92.67bk					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	27.05bk	534.48bk	462.69bk					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	298.92bk	438.46bk	256.3bk					
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.69bk	197.78bk	140.06bk					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	233.1bk	403.97bk	234.4bk					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	16.07bk	13.09bk	9.38bk					

LOCAL INTERCONNECTION - North Carolina												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - South Carolina												Attachment: 3		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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																
	Single Rate for ISP-Bound Traffic and Local Traffic, per MOU							0.0007								
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU						OHD	0.000736								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)						OHD	0.000736								
	Tandem Intermediary Charge, per MOU*						OHD	0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.65bk	8.16bk					
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.65bk	8.16bk					
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU						OHD		0.0000045							
	Common Transport - Facilities Termination Per MOU						OHD		0.0004095							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0167bk							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	24.3bk	40.63bk	27.47bk	16.77bk	6.91bk			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0167bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk			
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0167bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	16.76bk	40.63bk	27.47bk	16.77bk	6.91bk			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3415bk							
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.14bk	89.47bk	81.99bk	16.39bk	14.48bk			
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	8.02bk							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	880.65bk	279.37bk	163.12bk	60.33bk	58.59bk			
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.33bk	193.53bk	33.24bk	36.72bk	3.21bk			
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.54bk	193.97bk	33.68bk	37.19bk	3.68bk			
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	42.62bk	177.87bk	154.06bk	22.24bk	15.3bk			
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	446bk	452.52bk	264.53bk	119.75bk	83.77bk			
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	107.57bk	91.24bk	62.71bk	10.56bk	9.81bk			
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	144.02bk	178.54bk	94.18bk	33.33bk	31.9bk			
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	8.64bk	6.59bk	4.73bk					

LOCAL INTERCONNECTION - South Carolina												Attachment: 3		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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Tennessee												Attachment: 3		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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)				
														SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																		
Single Rate for ISP-Bound Traffic and Local Traffic, per MOU																		
0.0007																		
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																		
TANDEM SWITCHING																		
Tandem Switching Function Per MOU																		
OHD																		
0.0009778																		
Multiple Tandem Switching, per MOU (applies to intial tandem only)																		
OHD																		
0.0009778																		
Tandem Intermediary Charge, per MOU*																		
OHD																		
0.0015																		
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
Installation Trunk Side Service - per DS0																		
OHD																		
TPP6X																		
21.59bk																		
8.09bk																		
Installation Trunk Side Service - per DS0																		
OHD																		
TPP9X																		
21.59bk																		
8.09bk																		
Dedicated End Office Trunk Port Service-per DS0**																		
OHD																		
TDEOP																		
0.00																		
Dedicated End Office Trunk Port Service-per DS1**																		
OH1 OH1MS																		
TDE1P																		
0.00																		
Dedicated Tandem Trunk Port Service-per DS0**																		
OHD																		
TDWOP																		
0.00																		
Dedicated Tandem Trunk Port Service-per DS1**																		
OH1 OH1MS																		
TDW1P																		
0.00																		
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
Common Transport - Per Mile, Per MOU																		
OHD																		
0.0000064																		
Common Transport - Facilities Termination Per MOU																		
OHD																		
0.0003871																		
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month																		
OHM																		
1L5NF																		
0.0174bk																		
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month																		
OHM																		
1L5NF																		
18.58bk																		
55.39bk																		
17.37bk																		
27.96bk																		
3.51bk																		
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month																		
OHM																		
1L5NK																		
0.0174bk																		
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month																		
OHM																		
1L5NK																		
17.98bk																		
55.39bk																		
17.37bk																		
27.96bk																		
3.51bk																		
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month																		
OHM																		
1L5NK																		
0.0174bk																		
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month																		
OHM																		
1L5NK																		
17.98bk																		
55.39bk																		
17.37bk																		
27.96bk																		
3.51bk																		
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month																		
OH1, OH1MS																		
1L5NL																		
0.3562bk																		
Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month																		
OH1, OH1MS																		
1L5NL																		
77.86bk																		
112.4bk																		
76.27bk																		
19.55bk																		
14.99bk																		
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month																		
OH3, OH3MS																		
1L5NM																		
2.34bk																		
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month																		
OH3, OH3MS																		
1L5NM																		
848.99bk																		
395.29bk																		
176.56bk																		
109.04bk																		
105.91bk																		
LOCAL CHANNEL - DEDICATED TRANSPORT																		
Local Channel - Dedicated - 2-Wire Voice Grade per month																		
OHM																		
TEFV2																		
19.43bk																		
199.33bk																		
24.16bk																		
54.81bk																		
4.8bk																		
Local Channel - Dedicated - 4-Wire Voice Grade per month																		
OHM																		
TEFV4																		
20.56bk																		
201.53bk																		
24.83bk																		
55.52bk																		
5.51bk																		
Local Channel - Dedicated - DS1 per month																		
OH1																		
TEFHG																		
40.99bk																		
277.35bk																		
233.26bk																		
33.18bk																		
22.3bk																		
Local Channel - Dedicated - DS3 Facility Termination per month																		
OH3																		
TEFHJ																		
611.3bk																		
595.37bk																		
304.5bk																		
215.82bk																		
151.15bk																		
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
Local Channel - Dedicated - DS1 per month																		
OH1MS																		
TEFHG																		
0.00																		
0.00																		
Local Channel - Dedicated - DS3 per month																		
OH3MS																		
TEFHJ																		
0.00																		
0.00																		
MULTIPLEXERS																		
Channelization - DS1 to DS0 Channel System																		
OH1, OH1MS																		
SATN1																		
80.77bk																		
141.87bk																		
77.11bk																		
44.47bk																		
42.62bk																		
DS3 to DS1 Channel System per month																		
OH3, OH3MS																		
SATNS																		
222.98bk																		
308.03bk																		
108.47bk																		
6.34bk																		
4.23bk																		
DS3 Interface Unit (DS1 COCI) per month																		
OH1, OH1MS																		
SATCO																		
17.58bk																		
6.07bk																		
4.66bk																		

LOCAL INTERCONNECTION - Tennessee													Attachment: 3		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 First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
														SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

Attachment 4

Collocation

BELLSOUTH COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when <customer_short_name> is collocated as a sole occupant or as a Host within a BellSouth premises location pursuant to this Attachment. BellSouth premises include BellSouth Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities; all structures that house BellSouth facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to BellSouth's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). BellSouth Remote Site Locations ("Remote Site Locations") include cabinets, huts and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. If the Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform <customer_short_name> if a Premises is leased when special considerations and/or intervals may be applicable.
- 1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to <customer_short_name> at rates, terms and conditions no less favorable to <customer_short_name> than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to <customer_short_name> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow <customer_short_name> to occupy a certain area designated by BellSouth within a Premises or on BellSouth property upon which the Premises is located of a size which is specified by <customer_short_name> and agreed to by BellSouth (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.
- 1.4 Space Reservation.
- 1.4.1 Neither BellSouth nor any of BellSouth's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 of this Attachment.

- 1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by <customer_short_name> may contemplate a request for space sufficient to accommodate <customer_short_name>'s growth within a twenty-four (24) month period.
- 1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by <customer_short_name> may contemplate a request for space sufficient to accommodate <customer_short_name>'s growth within an eighteen (18) month period.
- 1.5 Space Allocation. BellSouth shall use best efforts to accommodate <customer_short_name>'s requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not (a) materially increase <customer_short_name>'s cost or materially delay <customer_short_name>'s occupation and use of the Collocation Space, (b) assign Collocation Space that will impair the quality of service or otherwise limit the service <customer_short_name> wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises. Consistent with the foregoing, BellSouth shall assign <customer_short_name> collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.6 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. <customer_short_name> will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.7 Virtual Collocation Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.
- 1.8 Use of Space. <customer_short_name> shall use the Collocation Space for the purposes of installing, maintaining and operating <customer_short_name>'s equipment (to include testing and monitoring equipment) necessary for interconnection or for

- accessing unbundled network elements in accordance with the Act and FCC and Commission rules.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.
- 1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by <customer_short_name> in its Application, as affirmed by the Bona Fide Firm Order (“BFFO”) or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support <customer_short_name>’s request(s) pursuant to this Agreement.
- 2. Space Availability Report**
- 2.1 Upon request from <customer_short_name> and at the <customer_short_name>’s expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by <customer_short_name>.
- 2.1.1 The request from <customer_short_name> for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.1.1 If <customer_short_name> is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, <customer_short_name> may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, <customer_short_name> should submit to BellSouth a Remote Site Interconnection Request (the Request) for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. <customer_short_name> should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee as set forth in Exhibit B of this Attachment.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify

- <customer_short_name> and inform <customer_short_name> of the timeframe under which it can respond.
- 2.2 Remote Site Information. Upon written request, BellSouth will provide <customer_short_name> with the following information concerning BellSouth's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.
- 2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of <customer_short_name>'s request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by <customer_short_name>, up to a maximum of thirty (30) wire centers per <customer_short_name> request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) <customer_short_name> agrees to pay the cost as set forth in Exhibit B.
3. **Collocation Options**
- 3.1 Cageless. BellSouth shall allow <customer_short_name> to collocate <customer_short_name>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <customer_short_name> to have direct access to <customer_short_name>'s equipment and facilities in accordance with Section 5.19 below. BellSouth shall make cageless collocation available in single rack/bay increments. Except where <customer_short_name>'s equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <customer_short_name> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At <customer_short_name>'s expense, <customer_short_name> will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory Technical References (TRs) (Specifications), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. BellSouth will provide Specifications to its BellSouth Certified Suppliers. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, <customer_short_name> and

<customer_short_name>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <customer_short_name>'s BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <customer_short_name> and provide, at <customer_short_name>'s expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for <customer_short_name>'s BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. <customer_short_name>'s BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <customer_short_name>'s BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for <<customer_short_name.

- 3.2.1 BellSouth may elect to review <customer_short_name>'s plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify <customer_short_name> of its desire to execute this review in BellSouth's response to the Initial Application, if <customer_short_name> has indicated its desire to construct its own enclosure. If <customer_short_name>'s Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of <customer_short_name>'s plans and specifications. Regardless of whether or not BellSouth elects to review <customer_short_name>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to <customer_short_name>'s submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from <customer_short_name>. BellSouth may require <customer_short_name> to remove or correct within seven (7) calendar days, at <customer_short_name>'s expense, any structure that materially deviates from <customer_short_name>'s plans and specifications or BellSouth's Specifications, if applicable. If <customer_short_name> requests BellSouth to construct the enclosure or do any other work, <customer_short_name> reserves the right to inspect the enclosure or work performed by BellSouth and review any plans or specifications related to the same.

- 3.3 Shared Caged Collocation. <customer_short_name> may allow other telecommunications carriers to share <customer_short_name>'s caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by <customer_short_name> (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to <customer_short_name> or is located on property for

- which BellSouth holds an easement and such easement does not permit such an option for a Remote Site Location. BellSouth shall be notified in writing by <customer_short_name> upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by <customer_short_name> that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <customer_short_name>.
- 3.3.1 <customer_short_name>, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide <customer_short_name> with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, BellSouth will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, <customer_short_name> shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from <customer_short_name> to use <customer_short_name>'s ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 <customer_short_name> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <customer_short_name>'s Guest(s) in the Collocation Space, except to the extent caused by BellSouth's, its employees' or agents' negligence, gross negligence, or willful misconduct.
- 3.3.4 In making shared caged arrangements available, whether or not <customer_short_name> serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.

- 3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent BellSouth is permitted to offer shared collocation at Remote Site locations by property or easement owners, BellSouth will permit shared cageless collocation at such locations, where technically feasible, and space is available.
- 3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by <customer_short_name> and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, <customer_short_name> shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.5.1 If <customer_short_name> requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, <customer_short_name> must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, <customer_short_name> and <customer_short_name>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <customer_short_name>'s BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <customer_short_name>'s BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <customer_short_name>'s BellSouth Certified Supplier.
- 3.5.2 <customer_short_name> must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review <customer_short_name>'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure <customer_short_name>'s compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from <customer_short_name> for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to <customer_short_name>'s submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of

- written notification of completion of the enclosure from <customer_short_name>. BellSouth may require <customer_short_name> to remove or correct within seven (7) calendar days at <customer_short_name>'s expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.5.3 <customer_short_name> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At <customer_short_name>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. <customer_short_name>'s BellSouth Certified Supplier shall be responsible, at <customer_short_name>'s sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.
- 3.5.4 In the event that interior space in a BellSouth Premises becomes available, and subject to the provisions of Section 6.6 of this Attachment, <customer_short_name> may, at its option, relocate its equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.
- 3.6 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, <customer_short_name>, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.
- 3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Tariff. BellSouth shall provide Virtual Collocation at the rates set forth in Exhibit B of this Attachment. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 or the Florida Access Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.

- 3.7.1 Virtual Collocation would occur when <customer_short_name> provides and leases to BellSouth its transmission and other collocation equipment dedicated to <customer_short_name>'s use. <customer_short_name> will be responsible for monitoring and controlling <customer_short_name>'s circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon <customer_short_name>'s request, <customer_short_name> shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. <customer_short_name> shall be responsible for all costs of the BellSouth Certified Supplier's installation of <customer_short_name>'s virtual collocation arrangement. <customer_short_name> shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning <customer_short_name>'s virtual collocation space. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance may include the change out of electronic cards provided by <customer_short_name>.
- 3.7.2 <customer_short_name> may purchase the equipment from a third party, and is not required to purchase the equipment from BellSouth.
- 3.7.3 BellSouth will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in Exhibit B of this Attachment.
- 3.8 Remote Site Collocation. Remote Site Collocation is the placement of <customer_short_name> owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the <customer_short_name> or their approved agent. The minimum amount of a Remote Site Collocation arrangement is one bay/rack.
- 3.8.1 For equipment requiring special technical considerations, <customer_short_name> must provide the equipment layout, including spatial dimensions for such equipment pursuant to the generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.2 and 3.8.3 following.
- 3.8.2 <customer_short_name> may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group, as follows:
- 3.8.2.1 connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the BellSouth equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location.
- 3.8.2.2 connection of the <customer_short_name> owned or leased entrance facilities into the Remote Site Collocation Space from <customer_short_name>'s own point of presence

is permitted. However, BellSouth will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.

3.8.3 Distribution lines will be accessed through <customer_short_name>'s provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. BellSouth will splice this cable to the distribution cable at the feeder distribution interface in 8-pair increments.

3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of <customer_short_name> owned equipment and facilities in a BellSouth Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one rack/bay. BellSouth will lease <customer_short_name>'s entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. <customer_short_name>'s certified supplier will install the equipment in the rack/bay. BellSouth will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when <customer_short_name> requests such work via a Service Order or Maintenance ticket.

3.9 [Parties Disagree]

[<customer_short_name> Version] Cross Connect. **A cross-connection (cross-connect) is a cabling scheme between cabling runs subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders. A cross connect may consist of a jumper on a frame (Main Distribution or Intermediate Distribution) or panel (DSX or LGX) that is used to connect equipment and/or facility terminations together. For collocation arrangements, the definition of cross connect will also include the tie cable connecting the frame/panel with the collocation demarc if the demarc is located at a point other than the frame/panel (POT Bay). A cross connect involved in connecting equipment/facility terminations with equipment/facility terminations associated with a collocation arrangement, either physical or virtual, is ordered separately and is charged at the rates found in Attachment 2 or Attachment 4. A cross connect involved in the provision of services not associated with a collocation arrangement is not ordered but is a part of the provisioning of the service.**

[BellSouth Version] Cross Connect. A cross connect is a jumper on a frame (Main Distribution or Intermediate Distribution) or panel (DSX or LGX) that is used to connect equipment and/or facility terminations together. For collocation arrangements, the definition of cross connect will also include the tie cable connecting the frame/panel with the collocation demarc if the demarc is located at a point other than the frame/panel (POT Bay). A cross connect involved in connecting equipment/facility terminations with equipment/facility terminations associated with a collocation arrangement, either physical or virtual, is ordered separately and is charged at the rates found in Attachment 2 or Attachment 4.

- 3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between <customer_short_name> and another collocated telecommunications carrier other than BellSouth in the same Premises. Where technically feasible, BellSouth will permit <customer_short_name> to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both <customer_short_name>'s agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. <<customer-short_name>> is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.10.1 <customer_short_name> may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by <customer_short_name>. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where <customer_short_name>'s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, <customer_short_name> may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two contiguous cages. <customer_short_name> shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. <customer_short_name> shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross Connect), or LGX (Light Guide Cross Connect). <customer_short_name> is responsible for ensuring the integrity of the signal.
- 3.10.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by <customer_short_name> via nonrecurring CCXC charges. If <customer_short_name> has ordered a service that originates from its collocation space and terminates to another collocater's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two collocation spaces together using <customer_short_name> specific connecting facility assignments (CFAs) provided by <customer_short_name> and the other collocater at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("grandfathered").

- 3.10.3 <customer_short_name> shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting <customer_short_name> provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, <customer_short_name> may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.10.4 To request or self-provision CCXCs, <customer_short_name> must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to <customer_short_name>. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.
- 3.10.5 If requested by <customer_short_name>, BellSouth will provision additional cable racking, if insufficient capacity is available to support <customer_short_name>'s request to provision a CCXC itself.
- 3.11 Direct Connect (DC). BellSouth will permit <customer_short_name> to interconnect directly between <customer_short_name>'s virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. <customer_short_name> must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by <customer_short_name>. In those cases where <customer_short_name>'s virtual and/or physical collocation space is contiguous in the central office, <customer_short_name> will have the option of using <customer_short_name>'s own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. <customer_short_name> will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. <customer_short_name> may not self-provision DC's on any BellSouth distribution frame, POT, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect).
- 3.11.1 <customer_short_name> is responsible for ensuring the integrity of the signal. <customer_short_name>-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two contiguous collocation arrangements, <customer_short_name> will have the option of using <customer_short_name>'s own technicians to construct its own dedicated support structure.

- 3.11.2 To request or self-provision DCs, <customer_short_name> must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit B, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify <customer_short_name> in writing when the Collocation Space is ready for occupancy ("Space Ready Date).
- 4.2 Acceptance Walkthrough. <customer_short_name> will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations from <customer_short_name>'s original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. BellSouth will notify <customer_short_name> of a new Space Ready Date upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. <customer_short_name> must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network.
- 4.3 Space Acceptance Date. If <customer_short_name> completes its acceptance walkthrough within the fifteen (15) calendar day interval, the date of <customer_short_name>'s acceptance of the Collocation Space, as indicated by <customer_short_name>'s execution of a Space Acceptance Form, will be the Space Acceptance Date ("Space Acceptance Date").
- 4.3.1 In the event that <customer_short_name> fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by <customer_short_name> on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that BellSouth has complied with all space preparation, provisions of <customer_short_name>'s BFFO, and that all required of BellSouth is complete.
- 4.3.2 If <customer_short_name> decides to occupy the space prior to the Space Ready Date, the date <customer_short_name> occupies the space will be deemed the Space Acceptance Date.

- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement <customer_short_name> may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's execution of the Space Relinquishment Form for the collocation space(s) for which <customer_short_name> seeks to terminate occupancy, which termination date shall be the same date as <customer_short_name>'s date of the Space Relinquishment Form, provided <customer_short_name> has complied with all provisions of the Space Relinquishment Form. BellSouth may terminate<<customer_short_name>.'s right to occupy the Collocation Space in the event <customer_short_name> fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives <customer_short_name> thirty (30) calendar days' prior written notice of the failure to comply and gives <customer_short_name> an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.
- 4.4.1 Upon termination of occupancy, <customer_short_name>, at its sole expense, shall remove its equipment and any other property from the Collocation Space. <customer_short_name> shall have thirty (30) calendar days (Removal Date) from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of <customer_short_name>'s Guest(s), unless <customer_short_name>'s Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirementsand executed the appropriate documentation required by BellSouth prior to the <customer_short_name> Removal Date.
- 4.4.2 Should <customer_short_name> or <customer_short_name>'s Guest(s) fail to vacate the Collocation Space by the Removal Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of <customer_short_name> or <customer_short_name>'s Guest(s), in any commercially reasonable manner that BellSouth deems fit, at <customer_short_name>'s expense and with no liability whatsoever for <customer_short_name>'s property or <customer_short_name>'s Guest(s)'s property, provided that BellSouth has not granted <customer_short_name>'s request for an extension of the Removal Date, and such request shall not unreasonably be denied.
- 4.4.3 Upon termination of <customer_short_name>'s right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and <customer_short_name> shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by <customer_short_name>, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. <customer_short_name>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. <<customer-short_name>> shall be responsible for the

cost of removing any <customer_short_name> constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services <customer_short_name> seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, <customer_short_name> may order BellSouth tariffed services that connect to such equipment in its Collocation Space.
- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated

telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, <customer_short_name> will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.

- 5.4 Whenever BellSouth objects to collocation of equipment by <customer_short_name> for purposes within the scope of Section 251 (c) (6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of <<customer-short_name>>'s equipment, citing safety standards, BellSouth must provide to <customer_short_name> within five (5) business days of the denial a list of all equipment that BellSouth locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that <customer_short_name>'s equipment does not satisfy; BellSouth's basis for concluding that <customer_short_name>'s equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

- 5.5 All <customer_short_name> Remote Site equipment installation shall comply with BellSouth TR 73503-11h, "Grounding – Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and

- non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within <customer_short_name>'s Remote Site Collocation Space.
- 5.6 Terminations. <customer_short_name> shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that <customer_short_name> submits an application for terminations that exceed the total capacity of the collocated equipment, <customer_short_name> will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.
- 5.7 <customer_short_name> will provide a list of those entities with a security interest in collocation equipment in <customer_short_name>'s collocation sites to BellSouth. This list will be updated by <customer_short_name> once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by <customer_short_name>.
- 5.8 No Marketing. <customer_short_name> shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.
- 5.9 Collocation Space/Equipment Identification. <customer_short_name> shall place a plaque on or affix other identification (e.g., stenciling) to <customer_short_name>'s equipment, in order for BellSouth to identify <customer_short_name>'s equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.
- 5.10 Entrance Facilities. <customer_short_name> may elect to place <customer_short_name>-owned or <customer_short_name>-leased (from BellSouth or a third party provider) fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. <customer_short_name> will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location.

- <customer_short_name> will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. In Central Offices, <customer_short_name> will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to <customer_short_name>'s equipment in the Collocation Space. In the event <customer_short_name> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <customer_short_name> must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. <customer_short_name> is responsible for maintenance of the entrance facilities.
- 5.10.1 Central Office - Microwave Entrance Facilities. At <customer_short_name>'s option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. BellSouth shall permit <customer_short_name> to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.11 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by <customer_short_name> for dual entrance facilities to its physical Collocation Space, BellSouth shall provide <customer_short_name> with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to <customer_short_name>'s arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to <customer_short_name> in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.
- 5.12 Shared Use. <customer_short_name> may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to <customer_short_name>'s collocation arrangement within the same Premises.
- 5.12.1 In a Central Office, BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. <customer_short_name> must arrange with BellSouth in accordance with

- all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the <customer_short_name> provided riser cable to the spare capacity on the entrance facility. If <customer_short_name> desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from <customer_short_name> for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on <customer_short_name>'s entrance facility.
- 5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from <customer_short_name>.
- 5.13 Central Office Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between <customer_short_name>'s equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. <customer_short_name> shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. <customer_short_name> shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment, BellSouth will agree to test cooperatively with <customer_short_name> to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If customer_short_name>> performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to isolate the trouble reported by <customer_short_name>. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and <customer_short_name> will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess <customer_short_name> the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) calendar days of BellSouth's billing of the Maintenance of Services charge, <customer_short_name> performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on<customer_short_name>'s side of the demarcation point, then the

- <customer_short_name> shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge <customer_short_name> for the submission of the trouble ticket. BellSouth shall also credit <customer_short_name>'s account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). <customer_short_name> shall be responsible for providing, and <customer_short_name>'s BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a BellSouth designated distributing frame. BellSouth shall not require <customer_short_name> to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.
- 5.13.1 Existing point(s) of demarcation – <customer_short_name> provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a <customer_short_name> provided POT Bay. <customer_short_name> shall order services using the existing remaining terminations in the POT bay.
- 5.13.2 Existing point(s) of demarcation – BellSouth provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided POT Bay. <customer_short_name> shall order services using the existing remaining cabling and terminations in the POT Bay.
- 5.13.3 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide <customer_short_name> with access to the <customer_short_name>'s side of the demarcation point pursuant to this Section.
- 5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated BellSouth DS-1 cross connect panel. DS-3 services will be at the designated BellSouth DS-3 cross connect panel. Dark fiber services will be at the designated BellSouth LGX panel.
- 5.15 <customer_short_name>'s Equipment and Facilities. <customer_short_name>, or if required by this Attachment, <customer_short_name>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <customer_short_name> and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. <customer_short_name>

- need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.
- 5.16 BellSouth's Access to Enclosed Collocation Space. Except in the case of an emergency, BellSouth will not access <customer_short_name>'s locked enclosure prior to notifying <customer_short_name> at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. BellSouth retains the right to access <customer_short_name>'s space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). <customer_short_name> may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that <customer_short_name> will not bear any of the expense associated with this type of work. BellSouth, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in <customer_short_name>'s space.
- 5.16.1 In cases of emergency, BellSouth will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.
- 5.17 <customer_short_name> must provide the local BellSouth Central Office building contact with two Access Keys that will allow BellSouth entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. BellSouth agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with <customer_short_name> ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.18 Subject to the Limitation of Liability Section in the General Terms and Conditions of this Agreement, BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to <customer_short_name>'s equipment, facilities or Collocation Space while in <customer_short_name>'s Collocation Space and shall indemnify and hold harmless <customer_short_name> from any claim, liability or damages that may result from such entry into <customer_short_name>'s Collocation Space by BellSouth, its agents, contractors or employees.
- 5.19 <customer_short_name>'s Access. <customer_short_name> shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided <customer_short_name> complies with the requirements set forth in Section 13 of this Attachment. <customer_short_name> agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of <customer_short_name> or <customer_short_name>'s Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and

Acknowledgement” form. When distributing access keys or cards, BellSouth shall provide receipt acknowledgement forms, the “Collocation Acknowledgement Sheet” for access cards and the “Key Acknowledgement Form” for keys to <customer_short_name>. These receipt acknowledgement forms must be signed by <customer_short_name> and returned to BellSouth Access Management within fifteen (15) calendar days of <customer_short_name>’s receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth. Access Keys may not be duplicated under any circumstances. <customer_short_name> agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of <customer_short_name>’s employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with <customer_short_name> ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to <customer_short_name> for access related issues.

- 5.19.1 BellSouth will permit one accompanied site visit to <customer_short_name>’s designated collocation arrangement location, after receipt of the BFFO without charge to <customer_short_name>. <customer_short_name> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date <customer_short_name> desires access to the Collocation Space or Remote Collocation Space. <customer_short_name> may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth’s receipt of the BFFO. BellSouth shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by <customer_short_name>. In the event <customer_short_name> desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit <customer_short_name> to access the Collocation Space or Remote Collocation Space, prior to completing BellSouth’s Training requirements (as set forth in Section 13 of this Attachment), accompanied by a security escort, at <customer_short_name>’s expense. <customer_short_name> must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever <customer_short_name> or its approved agent desires access to the entrance manhole.
- 5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <customer_short_name> shall pay for the costs of re-keying or deactivating the card as set forth in the rates in Exhibit B of this Attachment. If it becomes necessary for <<customer-short_name>> to rekey an

enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay <customer_short_name> the applicable costs, as supported by documentation, to rekey an enclosure or replace lost or stolen keys that <customer_short_name> has previously provided to BellSouth.

5.20 Health Related Facilities and Parking. <customer_short_name> authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.

5.21 Interference or Impairment. For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective.

5.21.1 [Parties Disagree]

[<customer_short_name> Version] Notwithstanding any other provisions of this Attachment, <customer_short_name> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades service provided by BellSouth; 2) endangers or damages the equipment or facilities of BellSouth **or any other telecommunications carrier collocated in the Premises;** 3) **knowingly and unlawfully** compromises the privacy of communications routed through the Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <customer_short_name> violates the provisions of this paragraph, BellSouth shall provide written notice to <customer_short_name>, which shall direct <customer_short_name> to cure the violation within forty-eight (48) hours of <customer_short_name>’s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. **Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth I the General Terms and Conditions of this Agreement.**

[BellSouth’s Version] Interference or Impairment. Notwithstanding any other provisions of this Attachment, <customer_short_name> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, **interferes with or impairs** service provided by BellSouth, **or by any other entity or any person’s use of its telecommunications services;** 2) endangers or damages the equipment, **facilities or any other property of BellSouth or of any other entity or person;** 3) **compromises the privacy of any**

communications routed through the Premises or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <customer_short_name> violates the provisions of this paragraph, BellSouth shall provide written notice to <customer_short_name>, which shall direct <customer_short_name> to cure the violation within forty-eight (48) hours of <customer_short_name>'s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. **Either Party may submit any dispute regarding the source of the risk, impairment, interference, or degradation to the Commission.**

5.21.2 [Parties Disagree]

[<customer_short_name> Version] Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the violation is of a character that poses an immediate and substantial threat of **physical** damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to <customer_short_name>'s equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. BellSouth must provide notice to <customer_short_name> prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to <customer_short_name> for any damages arising from such action.

[BellSouth Version] Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, **if <customer_short_name> fails to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible or** if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, **or any other significant degradation, interference or impairment of BellSouth's or another entity's service,** then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to <customer_short_name>'s equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. BellSouth will provide notice to <customer_short_name> prior to, or, if made

- impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to <customer_short_name> for any damages arising from such action.
- 5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <customer_short_name> fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <customer_short_name> or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by <customer_short_name> is significantly degrading the performance of other advanced services or traditional voice band services, <customer_short_name> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.
- 5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, <customer_short_name> may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by <customer_short_name> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by <customer_short_name> at any time. Any damage caused to the Collocation Space by <customer_short_name>'s employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by <customer_short_name>'s expense.
- 5.23 Alterations. Under no condition shall <customer_short_name> or any person acting on behalf of <customer_short_name> make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express

- written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by <customer_short_name>. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by BellSouth on the date that BellSouth provides <customer_short_name> with an Application Response.
- 5.24 Janitorial Service. <customer_short_name> shall be responsible for the general upkeep of its Collocation Space. <customer_short_name> shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
- 6. Ordering and Preparation of Central Office and Remote Site Collocation Space**
- 6.1 Initial Application. For <customer_short_name> or <customer_short_name>'s Guest(s) initial equipment placement, <customer_short_name> shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information
- 6.1.1 Initial Application Fee. An Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by <customer_short_name>, and will be billed by BellSouth on the date that BellSouth provides <customer_short_name> with an Application Response.
- 6.2 Subsequent Application. In the event <customer_short_name> or <customer_short_name>'s Guest(s) desires to modify the Collocation Space after a BFFO, <customer_short_name> shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 of this Attachment ("Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. BellSouth shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by <customer_short_name> in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fee. The application fee paid by <customer_short_name> for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by

- BellSouth, an Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by BellSouth, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides <customer_short_name> with an Application Response.
- 6.3 Remote Site Application. When <customer_short_name> or <customer_short_name>'s Guest(s) desires to install a bay/rack in a Remote Site Location, <<customer-short_name>> shall submit to BellSouth a Physical Expanded Interconnection Application Document (Remote Site Application). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.
- 6.3.1 Availability of Space. Upon submission of an application, BellSouth will permit <customer_short_name> to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no full bay/rack of space available due to space limitations after BellSouth has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <customer_short_name> of the amount that is available.
- 6.4 Space Preferences. If <customer_short_name> has previously requested and received a Space Availability Report for the Premises, <customer_short_name> may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the <customer_short_name>'s preference(s), <customer_short_name> may accept the space allocated by BellSouth or cancel its application, (without incurring an

application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by BellSouth on the date that BellSouth provides <customer_short_name> with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <customer_short_name> of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by <customer_short_name> or space that is configured differently, no application fee will apply. If <customer_short_name> decides to accept the available space, <customer_short_name> must resubmit its application to reflect the actual space available, including the configuration of the space. When <customer_short_name> resubmits its application, BellSouth will bill <customer_short_name> the appropriate application fee.

6.5.2 BellSouth will respond to a Florida and Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <customer_short_name> of the amount of space that is available or space that may be configured differently and no application fee will apply. If <customer_short_name> decides to accept the available space, <customer_short_name> must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If BellSouth notifies <customer_short_name> that no space is available ("Denial of Application"), BellSouth will not assess an application fee to <customer_short_name>. After providing written notice to <customer_short_name> that BellSouth has no available space in the requested Premises, BellSouth will allow <customer_short_name>, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application, or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by BellSouth at least five (5) calendar days prior to the tour date.

6.5.4 BellSouth's written notice of denial shall provide <customer_short_name> with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.

- 6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.
- 6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.
- 6.5.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <customer_short_name> to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.
- 6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7 When space becomes available, <customer_short_name> must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If <customer_short_name> has originally requested caged Collocation Space and cageless Collocation Space becomes available, <customer_short_name> may refuse such space and notify BellSouth in writing within the thirty (30) calendar day timeframe that <customer_short_name> wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. <customer_short_name>

- may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <customer_short_name> does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove <customer_short_name> from the waiting list. Upon request, BellSouth will advise <customer_short_name> as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application for physical collocation and ten (10) calendar days for virtual collocation. The Central Office Application Response will include sufficient information to enable <customer_short_name> to place a Firm Order, which, at a minimum, will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.1.1 BellSouth will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.1.2 BellSouth will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable <customer_short_name> to place a Firm Order. The Central Office Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When <customer_short_name> submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2.1 BellSouth will provide the Remote Site Application Response in Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable <customer_short_name> to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When <customer_short_name> submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2.2 BellSouth will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of <customer_short_name>, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge <customer_short_name> the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC,

power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require <customer_short_name> to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides <customer_short_name> with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 <customer_short_name>> shall indicate its intent to proceed with its request for collocation space in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after receipt of BellSouth's Application Response to <customer_short_name>'s Bona Fide Application or <customer_short_name>'s application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of <customer_short_name>'s BFFO. BellSouth will acknowledge the receipt of <customer_short_name>'s BFFO within seven (7) calendar days of receipt, so that <customer_short_name> will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction for physical and Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to the Collocation Space after initial space completion, BellSouth will complete construction for physical and remote site collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties if no additional space requested. If BellSouth does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and BellSouth and <customer_short_name> cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, BellSouth will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) calendar days.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged collocation arrangements

under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless and Remote Site collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. BellSouth will complete construction for virtual collocation arrangements under ordinary conditions as soon as possible within a maximum of fifty (50) calendar days under ordinary conditions from receipt of a BFFO and seventy five (75) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 Records Only Change. When <customer_short_name> adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth.

7.1.4 Central Office Augments. In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to <customer_short_name>, when <customer_short_name> requests a Central Office augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 (“Augment”) after the Space Ready Date for existing physical collocation space. The cost of any such Augment shall be paid by <customer_short_name>. Unless otherwise set forth in Section 7.1.4.10 below, any such Augment application will require a Subsequent Application.

7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space

7.1.4.6 If <customer_short_name> submits an Augment application request that includes two Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the Augment interval associated with the next highest augment category will apply (e.g., if two items from the minor Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If <customer_short_name> submits an Augment application request that includes three Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple Augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual Augment interval).

- 7.1.4.8 If <customer_short_name> submits an Augment application request that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by <customer_short_name> and BellSouth. If <customer_short_name> and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for <customer_short_name>'s physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate Augment applications are contained in Exhibit B. The appropriate application fee will be assessed to <customer_short_name> at the time BellSouth provides <customer_short_name> with the Application Response. If <customer_short_name> requests multiple items from different Augment categories BellSouth will bill <customer_short_name> the Augment Application Cost, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. <customer_short_name> will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <customer_short_name> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. <customer_short_name> Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

- 7.4 Acceptance Walkthrough. <customer_short_name> will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to <customer_short_name> that the Collocation Space is ready for occupancy. In the event <customer_short_name> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by <customer_short_name> provided that BellSouth has complied with all space preparation, provisions of <customer_short_name>'s BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to <customer_short_name>'s original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe. At the end of the acceptance walkthrough or after any deviations are corrected, <customer_short_name> will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.
- 7.5 Central Office Circuit Facility Assignments (CFAs). BellSouth will provide CFAs to <customer_short_name> as soon as possible and no later than thirty (30) calendar days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1 following. The ACTL will be provided to <customer_short_name> no later than with the issuance of the CFA.
- 7.5.1 To provide CFAs to <customer_short_name> prior to the Provisioning Interval for those Premises in which <customer_short_name> has a physical collocation arrangement with a POT bay provided by <customer_short_name> or a virtual collocation arrangement, <customer_short_name> must provide BellSouth with the following information:
- 7.5.1.1 for a physical collocation arrangement with a <customer_short_name>-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.1.2 for a virtual collocation arrangement - a complete layout of <customer_short_name>'s equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by <customer_short_name>'s BellSouth Certified Supplier.
- 7.5.1.3 <customer_short_name> may submit an EIU form at any time after the twentieth (20th) calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.2 BellSouth will bill <customer_short_name> a nonrecurring charge, as set forth in Exhibit B, each time <customer_short_name> requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to <customer_short_name>.
- 7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by <customer_short_name> provisioning a copper cable through a conduit from the

Remote Site collocation space to the feeder distribution interface (FDI) of sufficient length for splicing. BellSouth personnel will splice <customer_short_name>'s cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range <customer_short_name> must submit a Remote Site Splitter Ordering Document (RSOD) which can be found in the Remote Site High Frequency Spectrum (RS HFS) CLEC Information Package located on BellSouth's web site at http://interconnection.bellsouth.com/guides/unedocs/rs_hfs.pdf. Once the cable/pair range is established <customer_short_name> can then submit LSRs for individual line activations.

- 7.6 Use of BellSouth Certified Supplier. <customer_short_name> shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR 73503, installation and removal work. <customer_short_name>, if a BellSouth Certified Supplier, or <customer_short_name>'s BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <customer_short_name> must use a separate BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide <customer_short_name> with a list of BellSouth Certified Suppliers, upon request. <customer_short_name>, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing <customer_short_name>'s equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <customer_short_name> upon successful completion of installation and all associated work.. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <customer_short_name>'s BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <customer_short_name> or any supplier proposed by <customer_short_name> and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. <customer_short_name> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <customer_short_name>'s Collocation Space. Upon request, BellSouth will provide <customer_short_name> with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <customer_short_name>. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. <customer_short_name> may relocate its existing virtual collocation arrangement(s), according to the standard intervals

identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in Exhibit B to this Attachment 4. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by <customer_short_name>, such information will be provided to <customer_short_name> in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to <customer_short_name> within one hundred eighty (180) calendar days of BellSouth's written denial of <customer_short_name>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <customer_short_name> was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then <customer_short_name> may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. <customer_short_name> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. BellSouth will complete virtual to in-place physical collocation conversions within forty-five (45) calendar days from receipt of the BFFO. BellSouth will bill <customer_short_name> an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to <customer_short_name>.
- 7.10 Cancellation. If at any time prior to space acceptance, <customer_short_name> cancels its order for Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed.
- 7.11 Licenses. <customer_short_name>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.

- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 [Parties Disagree]

[<customer_short_name> Version] Commission Approved Rates and Charges.

<customer_short_name> agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been “grandfathered”, those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, **unless application of such rates would be inconsistent with the underlying purpose for grandfathering**, or otherwise specified herein, and such rates shall be incorporated in Exhibit B attached hereto.

[BellSouth Version] Commission Approved Rates and Charges.

<customer_short_name> agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been “grandfathered”, those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, or otherwise specified herein, and such rates shall be incorporated in Exhibit B attached hereto.

- 8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.9 above. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to <customer_short_name>.

- 8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by <customer_short_name>. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to <customer_short_name>.

- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power <customer_short_name>’s equipment. <customer_short_name> shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.

- 8.4 [Parties Disagree]

[<customer_short_name> Version] Billing for recurring charges for **floor space, if applicable**, will begin on the Space Acceptance Date as defined above in Section 4.3 above. In the event that <customer_short_name> fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If

<customer_short_name> occupies the space prior to the Space Ready Date, the date <customer_short_name> occupies the space is deemed the new Space Acceptance Date and billing for recurring charges **for floor space, if applicable**, will begin on that date. **Billing for recurring charges for power (if drawn from BellSouth), will commence on the date upon which the primary and redundant connections from <customer_short_name>'s equipment in the Collocation Space to the BellSouth power board or BDFB are installed. <customer_short_name> must notify BellSouth in writing when the collocation equipment to power source installation is complete.**

[BellSouth Version] **Recurring Charges.** If <customer_short_name> has met the applicable fifteen (15th) calendar day walkthrough interval specified in Section 4.3 above, billing for **recurring charges** will begin upon the Space Acceptance Date. **In the event that <customer_short_name> fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If <customer_short_name> occupies the space prior to the Space Ready Date, the date <customer_short_name> occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.**

- 8.5 <customer_short_name> shall continue the payment of all monthly fees to BellSouth until the date that <customer_short_name>, and if applicable <customer_short_name>'s Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that <customer_short_name> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <customer_short_name> signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and <customer_short_name> jointly conduct an inspection, which confirms that <customer_short_name> has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

8.6 **[Parties Disagree]**

[<customer_short_name> Version] **Space Preparation.** Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. <customer_short_name> shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event

<customer_short_name> opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to <customer_short_name> as prescribed in this Section. The Space preparation fees provided for in this Attachment shall not apply when <customer_short_name> has paid space preparation charges through previously billed ICB or nonrecurring space preparation charges.

[BellSouth Version] Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. <customer_short_name> shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event <customer_short_name> opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to <customer_short_name> as prescribed in this Section. The Space preparation fees provided for in this Attachment shall not apply when <customer_short_name> has paid **all** space preparation charges **in full** through previously billed ICB or nonrecurring space preparation charges.

- 8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to <customer_short_name> for its equipment. When the Collocation Space is enclosed, <customer_short_name> shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, <customer_short_name> shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event <customer_short_name>'s equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, <customer_short_name> shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of <customer_short_name>'s BFFO.
- 8.9 Security Escort. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one half (1/2) hour after the scheduled time for such an escort and

- <customer_short_name> shall pay for such half hour charges in the event <customer_short_name> fails to show up.
- 8.10 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of <customer_short_name>'s BFFO.
- 8.11 [Parties Disagree]
- [<customer_short_name> Version] Power Rates. Rates for power are as set forth in Exhibit B of this Attachment. Applicable rates shall vary depending on whether <customer_short_name> elects to be billed on a “fused amp” basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a “used amp” basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under a ICB pricing or non-recurring charge arrangement and there will rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges.
- [BellSouth Version] Power Rates. Rates for power are as set forth in Exhibit B of this Attachment. **Recurring charges for -48V DC power will be assessed per amp per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. In Tennessee,** applicable rates shall vary depending on whether <customer_short_name> elects to be billed on a “fused amp” basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method or on a “used amp” basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under a ICB pricing or non-recurring charge arrangement and there will rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges.
- 8.11.1 [Parties Disagree]
- [<customer_short_name> Version] Under the fused amp billing option, <customer_short_name> shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to “grandfather” such arrangements or such arrangements are grandfathered as a result of <customer_short_name> having provided documentation to BellSouth demonstrating that <customer_short_name> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <customer_short_name> will only be billed the recurring rate for the DC power in

effect prior to the Effective Date of this Agreement, or, if such grandfathered rates had not been incorporated into the Parties' most recent Agreement, the **most recent Commission approved rate that does not include an infrastructure component shall apply.**

[BellSouth Version] **In Tennessee**, under the fused amp billing option, <customer_short_name> shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <customer_short_name> having provided documentation to BellSouth demonstrating that <customer_short_name> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <customer_short_name> will only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if such grandfathered rates had not been incorporated into the Parties' most recent Agreement, the **rates contained in Exhibit B of this Attachment.**

8.11.2 [Parties Disagree]

[<customer_short_name> Version] Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <customer_short_name> having provided documentation to BellSouth demonstrating that <customer_short_name> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <customer_short_name> will only be billed a recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component exclusive of the costs previously paid through the ICB or NRC pricing (**as set by the Commission**).

[BellSouth Version] **In Tennessee**, Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <customer_short_name> having provided documentation to BellSouth demonstrating that <customer_short_name> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <customer_short_name> will only be billed a recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component exclusive of the costs previously paid through the ICB or NRC pricing.

8.11.3 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.

8.12 Grandfathered Rates.

- 8.12.1 The rates for the recurring charges for grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in Exhibit B of this Attachment.
- 8.12.2 The grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.
- 8.12.3 Additional grandfathering provisions regarding collocation power charges are set forth in Section 8.11 of this Attachment.
- 8.12.4 Additional grandfathering provisions regarding space preparation charges are set forth in Section 8.6 of this Attachment.

9. Central Office Power

- 9.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for <customer_short_name>'s Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If <customer_short_name> was previously served off BellSouth's main power board pursuant to <customer_short_name>'s previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above.

9.1.1 [Parties Disagree]

[<customer_short_name> Version] **Fused Amp Billing Option.** Monthly recurring charges for -48V DC power will be assessed per fused amp per month in a manner consistent with Commission orders and as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution, will be **as set by the Commission.**

[BellSouth Version] **Fused Amp Billing.** Monthly recurring charges for -48V DC power will be assessed per fused amp per month **based upon the engineered and installed power feed fused ampere capacity** in a manner consistent with Commission orders and as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution **will be based on the costs associated with collocation power plant investment and the associated infrastructure.**

9.1.2 [Parties Disagree]

[<customer_short_name> Version] **Power Usage Metering Option.** Monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution will be **as set by the Commission.**

[BellSouth Version] **Tennessee Power Usage Metering Option. In Tennessee,** monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in

Section 8 of this Attachment. Nonrecurring charges for –48V DC power distribution will be **based on the costs associated with collocation power plant investment and the associated infrastructure.**

9.1.3 [Parties Disagree]

[<customer_short_name> Version] When <customer_short_name> selects the power usage metering option for power billing, the following terms shall apply.

[BellSouth Version] **In Tennessee**, <customer_short_name> may select the power usage metering option for power billing, in which case the following terms shall apply.

- 9.1.3.1 BellSouth will arrange for all metering activities, which will include providing the necessary ammeter measurement device, to measure the actual power usage being drawn by <customer_short_name>'s collocation equipment on both the A and B power feeds. The AC usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter-measuring device.
- <customer_short_name> may, at its sole cost and expense, install its own meters on the BDFBs located in its collocation space, for the purposes of measuring actual power usage. <customer_short_name> will submit a Subsequent Application for each location that <customer_short_name> wants to convert to the metered power usage measurement option and agrees to include in the Comments Section of the Subsequent Application the following comments: "This Subsequent Application is <customer_short_name>'s certification that <customer_short_name> is opting to convert to the power usage measurement option and will permit BellSouth or a BellSouth Certified Supplier to use an ammeter-measuring device to measure its actual power usage or has installed a meter on its own BDFB, located in <customer_short_name>'s collocation space, to measure actual power usage on all power feeds." BellSouth will bill <customer_short_name> a Power Reconfiguration Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to the Subsequent Application. BellSouth shall then arrange, in coordination with <customer_short_name>, for the measurement of <customer_short_name>'s actual power usage on each power feed (all A and B feeds) once each quarter at each of <customer_short_name>'s collocation arrangements (i.e. quarterly metered reading service), for which <customer_short_name> has initially implemented the power usage metering option or submitted a Subsequent Application to convert arrangements to metered power usage. After the actual power usage measurements have been completed, these measurements will be used to calculate the AC Usage charge on <customer_short_name>'s bill for the following three (3) months or until the next measurement is taken. A minimum of ten (10) amps of –48V DC power usage, per A&B pair of power feeds (i.e., a 10 amps sum for both the A and B feeds combined), is required by BellSouth for <customer_short_name> to operate equipment in its collocation space. BellSouth shall bill <customer_short_name> for its monthly AC Usage for the following quarter based upon the sum of <customer_short_name>'s actual metered usage for each power feed (the A and B feeds), or at least ten (10) amps of –48V DC power for each A and

- B pair of power feeds at the applicable –48V DC amp AC Usage rate as set forth in Section 8 of this Attachment.
- 9.1.3.2 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If <customer_short_name> requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then <customer_short_name> will be responsible for paying the “Additional Meter Reading Trip Charge” contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then <customer_short_name> will not be charged the “Additional Meter Reading Trip Charge” for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate <customer_short_name>’s AC Usage charge for the next three (3) months.
- 9.1.3.3 BellSouth shall assess <customer_short_name> a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth’s power plant infrastructure investment component of the DC power charges based upon <customer_short_name>’s requested fused amperage capacity, as reflected by <customer_short_name> on its Initial Application, as well as any Subsequent Applications (i.e., augment applications) and Power Reduction Forms, for the particular collocation arrangement being converted to the power usage metering option within the specified central office.
- 9.1.3.4 <customer_short_name> agrees to submit a Subsequent Application to BellSouth for notification when <customer_short_name> has removed or installed telecommunications equipment in <customer_short_name>’s collocated space. If there is no change in the size of the collocation space and no change in the requested fused amperage capacity, BellSouth will assess <customer_short_name> an Administrative Only Application fee for processing an application to remove or install telecommunications equipment. If there any changes in the size of the collocation space, the requested fused amperage capacity, or any other activities requested in the Subsequent Application, BellSouth will assess <customer_short_name> the Subsequent Application fee contained in Exhibit B of this Attachment. An associated change in power usage will be reflected in the billing cycle associated with the next regularly scheduled quarterly power measurement reading, unless either Party requests a reading of the power usage prior to this date. If <customer_short_name> requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken when telecommunications equipment has been removed or installed or requested another reading for any other purpose in <customer_short_name>’s collocation space then <customer_short_name> will be responsible for paying the “Additional Meter Reading Trip Charge” contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then <customer_short_name> will not be charged the “Additional Meter

- Reading Trip Charge” for the unscheduled meter reading. Any changes in the existing power usage will become effective on the first (1st) day of the month following the date of the requested meter reading.
- 9.1.3.5 BellSouth will bill <customer_short_name> a monthly recurring charge per site in accordance with Exhibit B of this Attachment for <customer_short_name>’s collocation arrangements in Tennessee, which represents the costs for BellSouth and/or a BellSouth Certified Supplier to provide the clamp-on ammeter or other measurement device, perform the task of measuring the actual power usage at each requested collocation site, record the usage measurements and submit these measurements to the billing systems including any associated administrative expenses and applicable taxes.
- 9.1.3.6 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of <customer_short_name>’s BDFB meter(s) by performing its own meter reading(s) via an alternate method, such as, but not limited to, a clamp-on ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If <customer_short_name>’s BDFB meter(s) is (are) found to be in error, then <customer_short_name> agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are generally instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and the calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, then BellSouth has the right to adjust <customer_short_name>’s billing to reflect BellSouth’s reading retroactive to the beginning of the quarter for which the last meter reading was taken.
- 9.1.3.7 If required, BellSouth and/or a BellSouth Certified Supplier hired by BellSouth to perform the meter reading activity, must be given access to <customer_short_name>’s collocation space if the arrangement is a physical caged collocation arrangement. BellSouth and/or a BellSouth Certified Supplier shall provide <customer_short_name> with sufficient notification that access is required, defined herein as a minimum of forty-eight (48) hours. Once the date and time of access has been agreed upon, <customer_short_name> and BellSouth and/or a BellSouth Certified Supplier shall adhere to the agreed upon date and time, or provide sufficient notification, defined herein as a minimum of three (3) hours, to the other party if the original appointment will be missed or must be canceled and rescheduled. If <customer_short_name> fails to provide access to its caged collocation space or fails to provide BellSouth and/or a BellSouth Certified Supplier with sufficient notification of the necessity to cancel and/or reschedule the initial agreed-upon appointment, then <customer_short_name> will be assessed for each additional meter reading trip, as set forth in Exhibit B of this Attachment, that must be rescheduled due to <customer_short_name>’s failure to provide sufficient notice as described above. BellSouth will bill <customer_short_name> an “Additional Meter Reading Trip Charge” that BellSouth incurs, either from its own work forces or from a BellSouth Certified Supplier.

<customer_short_name> and BellSouth and/or a BellSouth Certified Supplier may jointly agree to less stringent notification requirements, as convenience and practical business needs dictate, on a central office-by-central office basis. Both Parties agree that "practical business needs" may include any service interruption or restoration of service situation.

- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by <customer_short_name>'s BellSouth Certified Supplier. <customer_short_name> is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to <customer_short_name>'s equipment. The BellSouth Certified Supplier contracted by <customer_short_name> must provide BellSouth with a copy of the engineering power specifications prior to the day on which <customer_short_name>'s equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and <customer_short_name>'s Collocation Space. <customer_short_name> shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within <customer_short_name>'s Collocation Space, power cable feeds, and terminations of cable.

- 9.3 [Parties Disagree]

[<customer_short_name> Version] If <customer_short_name> elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed <customer_short_name>'s DC Power Plant. Charges for AC power will be assessed **in the same manner as charges for DC power are assessed, as set forth in Section 9.1 (including subsections above)**. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <customer_short_name>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <customer_short_name>'s BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which <customer_short_name>'s equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer_short_name>'s option, <customer_short_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

[BellSouth Version] If <customer_short_name> elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed <customer_short_name>'s DC Power Plant. Charges for AC power will be assessed per **breaker** ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <customer_short_name>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent

- Collocation. <customer_short_name>'s BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which <customer_short_name>'s equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer_short_name>'s option, <customer_short_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 9.4 <customer_short_name> has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, <customer_short_name> is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by <customer_short_name>. <customer_short_name>'s BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. <customer_short_name> must submit an application to BellSouth for the appropriate amount of collocation space that <customer_short_name> requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of <customer_short_name>'s power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. <customer_short_name> shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the state Commission for the central office requested. <customer_short_name> would still have the option to order its power needs directly from BellSouth.
- 9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade, upon notification of the completion of the upgrade by <customer_short_name>'s BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <customer_short_name> certifying the completion of the power reduction including

- the removal of the power cabling by <customer_short_name>'s BellSouth Certified Supplier.
- 9.6 If <customer_short_name> requests a reduction in the amount of power that BellSouth is currently providing, <customer_short_name> must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 9.7 If <customer_short_name> has grand-fathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, <customer_short_name> must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 9.7.1 In Alabama and Louisiana, if <customer_short_name> has grandfathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, <customer_short_name> must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply [BST clarification] for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, <customer_short_name> will submit a Subsequent Application and the appropriate application fee will apply.
- 9.8 Remote Site Power. BellSouth shall make available -48 Volt (-48V) DC power for <customer_short_name>'s Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for <customer_short_name>'s equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by <customer_short_name>'s BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <customer_short_name> certifying the completion of the power reduction, including the removal of the power cabling by <customer_short_name>'s BellSouth Certified Supplier.
- 9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <customer_short_name>'s BellSouth Certified Supplier, with the exception that

BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <customer_short_name>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer_short_name>'s option, <customer_short_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

- 10.1 <customer_short_name> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 10.2 <customer_short_name> shall maintain the following specific coverage:
 - 10.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
 - 10.2.2 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.
- 10.3 All policies purchased by <customer_short_name> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all <customer_short_name>'s property has been removed from BellSouth's Premises, whichever period is longer. If <customer_short_name> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <customer_short_name>.
- 10.4 <customer_short_name> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <customer_short_name> shall arrange for BellSouth to receive thirty (30) calendar days' advance notice of cancellation from <customer_short_name>'s insurance company. <customer_short_name> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 10.5 <customer_short_name> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 10.6 Self-Insurance. If <customer_short_name>'s net worth exceeds five hundred million dollars (\$500,000,000), <customer_short_name> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. <customer_short_name> shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <customer_short_name> in the event that self-insurance status is not granted to <customer_short_name>. If BellSouth approves <customer_short_name> for self-insurance, <customer_short_name> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <customer_short_name>'s corporate officers. The ability to self-insure shall continue so long as the <customer_short_name> meets all of the requirements of this Section. If <customer_short_name> subsequently no longer satisfies this Section, <customer_short_name> is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. Mechanics Liens

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <customer_short_name>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. Inspections

- 12.1 BellSouth may conduct an inspection of <customer_short_name>'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between <customer_short_name>'s equipment and equipment of BellSouth. BellSouth may

conduct an inspection if <customer_short_name> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <customer_short_name> with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

13. Security and Safety Requirements

- 13.1 Unless otherwise specified, <customer_short_name> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <customer_short_name> employee hired in the past five years being considered for work on the Premises, for the states/counties where the <customer_short_name> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <customer_short_name> shall not be required to perform this investigation if an affiliated company of <customer_short_name> has performed an investigation of the <customer_short_name> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <customer_short_name> has performed a pre-employment statewide investigation of criminal history records of the <customer_short_name> employee for the states/counties where the <customer_short_name> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 13.2 <customer_short_name> will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.
- 13.3 <customer_short_name> shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and <customer_short_name>'s name. BellSouth reserves the right to remove from its Premises any employee of <customer_short_name> not possessing identification issued by <customer_short_name> or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. <customer_short_name> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 13.4 <customer_short_name> shall not assign to the Premises any personnel with records of felony criminal convictions. <customer_short_name> shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any <customer_short_name> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that

- <customer_short_name> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <customer_short_name> may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 13.4.1 <customer_short_name> shall not knowingly assign to the Premises any individual who was a former employee and whose employment with BellSouth was terminated for a felony for which they were convicted..
- 13.4.2 <customer_short_name> shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to a felony for which they were convicted.
- 13.5 For each <customer_short_name> employee or agent hired by <customer_short_name> within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, <customer_short_name> shall furnish BellSouth, prior to an employee or agent 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 certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, <customer_short_name> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <customer_short_name> may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 13.5.1 For all other <customer_short_name> employees requiring access to a Premises pursuant to this Attachment, <customer_short_name> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.
- 13.6 [Parties Disagree]
- [<customer_short_name> Version] At BellSouth's request, <customer_short_name> shall promptly remove from BellSouth's Premises any employee of <customer_short_name> BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of <customer_short_name> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier **in a significant and material way**. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures **and so that <customer_short_name> personnel are not denied access for activity that does not have a significant and material impact and that would be more suitably**

addressed through disciplinary measures less likely to have a significant impact on <customer_short_name>'s daily operations.

[BellSouth Version] At BellSouth's request, <customer_short_name> shall promptly remove from BellSouth's Premises any employee of <customer_short_name> BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of <customer_short_name> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

- 13.7 Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or <customer_short_name>'s Collocation Space, or involving BellSouth's, <customer_short_name>'s, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section.
- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service 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.
- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13.11 BellSouth will use its best efforts to adequately secure the area which houses <customer_short_name>'s equipment to prevent unauthorized entry. BellSouth will immediately notify <customer_short_name>'s emergency contact of any actual or attempted security breaches to the <customer_short_name>'s collocation space to the extent BellSouth becomes aware of such breaches.

14. Destruction of Collocation Space

- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for <customer_short_name>'s permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <customer_short_name>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <customer_short_name>, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <customer_short_name> may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If <customer_short_name>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <customer_short_name>. Where allowed and where practical, <customer_short_name> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <customer_short_name> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for <customer_short_name>'s permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and <customer_short_name>'s equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where <customer_short_name> has placed an Adjacent Arrangement pursuant to Section 3.4 above, <customer_short_name> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

- 15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <customer_short_name> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

16. Nonexclusivity

- 16.1 <customer_short_name> 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.

17. Notice of Non-Emergency Work

- 17.1 BellSouth shall provide <customer_short_name> with written notice three (3) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by <customer_short_name>, or that is directly related to circuits that support <customer_short_name> equipment. BellSouth will inform <customer_short_name> by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by <customer_short_name>, or is directly related to circuits that support <customer_short_name> equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that <customer_short_name> can take any action required to monitor or protect its service.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <customer_short_name> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <customer_short_name> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <customer_short_name> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <customer_short_name> to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <customer_short_name> will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <customer_short_name> when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <customer_short_name> space with proper notification. BellSouth reserves the right to stop any <customer_short_name> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by <customer_short_name> are owned by <customer_short_name>. <customer_short_name> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without

- prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <customer_short_name> or different hazardous materials used by <customer_short_name> at Premises. <customer_short_name> must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.
- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by <customer_short_name> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <customer_short_name> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <customer_short_name> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <customer_short_name> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <customer_short_name> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, <customer_short_name> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <customer_short_name> further agrees to cooperate with BellSouth to ensure that <customer_short_name>'s employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <customer_short_name>, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from <customer_short_name>'s BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees	Std T&C 450 29CFR 1910.147 (OSHA

	and equipment	Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

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 Premises 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

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama											Attachment: 4		Exhibit: B				
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res				UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus				UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res				UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus				UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN				UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN				UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1				UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73					
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee				CLO	PE1BA		1,879.48		0.51						
		Physical Collocation - Subsequent Application Fee				CLO	PE1CA		1,566.60								
		Physical Collocation Administrative Only - Application Fee				CLO	PE1BL		742.15								
		Physical Collocation - Space Preparation - Firm Order Processing				CLO	PE1SJ		600.71								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				CLO	PE1SK	1.96									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot				CLO	PE1SL	2.62									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage				CLO	PE1SM	88.86									
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable				CLO	PE1BD		859.71		22.49						
		Physical Collocation - Floor Space, per sq feet				CLO	PE1PJ	3.22									
		Physical Collocation - Cable Support Structure, per Entrance Cable				CLO	PE1PM	17.11									
		Physical Collocation - Power, -48V DC Power - per Fused Amp				CLO	PE1PL	7.83									
		Physical Collocation - Power Reconfiguration Only, Application Fee			I	CLO	PE1PR		398.76								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp				CLO	PE1FB	4.91									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp				CLO	PE1FD	9.84									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp				CLO	PE1FE	14.74									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp				CLO	PE1FG	34.06									
		Physical Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.11	22.03	15.93	6.40	5.79					

COLLOCATION - Alabama										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interi m	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
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92					
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92					
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25					
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34									
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70									
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17								
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.56								
		Physical Collocation - Cable Records, per request			CLO	PE1CR		759.29	488.11	133.00						
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12						
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90						
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76						
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66						
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13						
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98							
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								

COLLOCATION - Alabama												Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interi m	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'I	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'I
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'I	First	Add'I	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.38								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee	I		CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'I Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51						
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.15								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71		22.49						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCINX	UEAC2	0.03	12.30	11.80	6.03	5.44					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL, UDN, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.11	22.03	15.93	6.40	5.79					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.37								

COLLOCATION - Alabama												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE	535.37									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	759.29	488.11	133.00							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	326.92	326.92	189.12							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	4.81		5.90							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	2.25		2.76							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	7.88		9.66							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	84.49		77.13							
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX	16.93	10.73								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX	22.05	13.86								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX	27.17	16.98								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	27.93	10.73								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	36.47	13.86								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	45.02	16.98								
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR	77.56									
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44					
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Florida

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 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36								
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,597.00									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00									
		Physical Collocation Administrative Only - Application Fee	I		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 Modifications-Caged, per cage			CLO	PE1SM	92.55										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.86										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96										
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	7.80										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.43									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.38										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.77										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30										
					UEANL,UEQ, UNLDX, UNC NX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
					WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UE PDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															

COLLOCATION - Florida

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 - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.45										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.58										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AY	0.0105										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, 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 Central Office Requested			CLO	PE1SR		2,159.00									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.54									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,525.00	980.22	267.08							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.50		379.78							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.82		19.40							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.67		154.89							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00									

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interi m	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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00								
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592.00								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0014									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.11								
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,169.133	42.712							
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.009								
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973.661	42.712							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.24								
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.54								
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.54								
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			UEA,UHL,UDL,UCL	PE1P2	0.0213	24.69	23.69	11.77	10.62					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0426	24.88	23.83	12.04	10.80					
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.22	44.24	31.98	12.07	10.91					
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	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					
		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								
		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	I		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								

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interi m	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'I	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'I
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'I	First	Add'I	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.51								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55							
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'I Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		4,122.00	1,249.00							
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.00								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57								
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57								
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	7.50	155.00	14.00							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83							
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54								

COLLOCATION - Florida

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
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525.00		267.08							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50		379.78							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66		11.84							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82		19.40							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67		154.89							
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89									
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64									
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40									
		Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57									
		Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57									
		Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64									
		Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64									
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00									
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00									
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89									
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64									
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40									
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.54									
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0502	11.57	11.57								
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57								
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.30	12.60	12.60							
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.30	12.60	12.60							
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.30	12.60	12.60							
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.30	12.60	12.60							
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.30	12.60	12.60							
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.30	12.60	12.60							
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60							
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98		0.59						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		141.10								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.01									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.23									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61									
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51						
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52									
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21									
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	4.78									
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.80								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.14									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.30									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0197									
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0393									
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	0.3726									

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	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
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	4.06									
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72									
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	3.30									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74									
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106									
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00								
		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 Request, per State, per Card			CLO	PE1AA		5.38								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.20								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.75								
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.42								
		Physical Collocation - Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75						
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77						
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30						
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63						
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19						
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57						
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55							
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								

COLLOCATION - Georgia

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 - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,198.43	42.645								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.071									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,003.267	42.645								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		553.43									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		553.43									
		Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		CLO	PE1EE	0.2629										
		Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)	I		CLO	PE1EF		755.15		21.51							
		Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		CLO	PE1EG		9.12									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.164										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.01										
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0172										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0344										
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.3608										
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	4.73										
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	1.66										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	3.24										
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,382.19		0.50							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.14										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.30										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.44										

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	35.65									
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLOAC	PE1JD	35.65									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.61		132.62						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23									
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.20								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.94								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.64								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55							
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.																
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Fee			AMTFS	EAF		609.52		0.59						
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		609.52								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		736.93		21.51						
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.52									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.78									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	7.57									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UNCVX,UNCDX,UNCNX	UEAC2	0.0188									
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDX	UEAC4	0.0375									
		Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	1.73									
		Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	3.45									
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X	0.3726									

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0023									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0034									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		553.43								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06	125.75						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57						
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.52	10.83							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.92	14.19							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.31	17.55							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44	14.19							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55							
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.42								
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EE	0.23									
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)	I		AMTFS	VE1EF		755.15		21.51						
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)	I		AMTFS	VE1EG		9.12								
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	12.60	12.60							
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Kentucky

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
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					
		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					
		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					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.48	44.23	31.98	12.81	11.57					
PHYSICAL COLLOCATION																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57									
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16						
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99									
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86									
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	8.06									
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.50								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68									
					UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
		Physical Collocation - 4-wire cross-connect, loop, provisioning														
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.48	44.23	31.98	12.81	11.57					

COLLOCATION - Kentucky

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 - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14										
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.55									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,524.45	980.01	267.02							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.81								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interi m	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
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0012									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0018									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20								
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,224.485	42.719							
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.102								
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,028.981	42.719							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		535.55								
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.55								
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			UEA,UHL,UDL,UCL	PE1P2	0.0258	24.68	23.68	12.14	10.95					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0515	24.88	23.82	12.77	11.46					
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.37	44.23	31.98	12.81	11.57					
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	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								
		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									
		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								

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interi m	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	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09							
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.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01						
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		742.12								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		7.99								
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		8.06								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCIX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEFPDX	CNC1X	1.48	44.23	31.98	12.81	11.57					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.55								

COLLOCATION - Kentucky												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE	535.55									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	1,524.45	980.01	267.02							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	656.37		379.70							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	9.65		11.84							
		Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD	4.52		5.54							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	15.81		19.39							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	169.63		154.85							
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX	33.98	21.53								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX	44.26	27.81								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX	54.54	34.09								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	56.07	21.53								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	73.23	27.81								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	90.39	34.09								
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR	77.55									
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309	24.68	23.68	12.14	10.95					
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48	44.23	31.98	12.81	11.57					
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Louisiana

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 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53								
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
		Physical Collocation Administrative Only - Application Fee			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 Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
					UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
		Physical Collocation - 4-wire cross-connect, loop, provisioning															
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.04	21.39	15.47								

COLLOCATION - Louisiana

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10										
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.43									
		Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97										
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29										
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08										
		Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04										
		Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13										
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,358.81	42.653							
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.074								
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,163.609	42.653							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.23								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.79								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.79								
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			UEA,UHL,UDL,UCL	PE1P2	0.0245	11.94	11.46							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0491	12.04	11.53							
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	0.9605	21.39	15.47							
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	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								
	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								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52								

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	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	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.21								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49							
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.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40								
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		741.97								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54								
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCIX	UEAC2	0.0296	11.94	11.46							
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53							
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76							
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29							
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.04	21.39	15.47							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76							
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0024									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.79								

COLLOCATION - Louisiana											Attachment: 4		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97									
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29									
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08									
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04									
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13									
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49							
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.43								
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0296	11.94	11.46							
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
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					
		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					
		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					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45					
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91					
PHYSICAL COLLOCATION																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69								
		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 Modifications-Cageless, per square foot	I		CLO	PE1SL	2.52									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	85.67									
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62						
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.74									
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42									
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	7.33									
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		398.76								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.29									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	10.58									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	15.87									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	36.65									
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0288	12.37	11.87	6.04	5.45					
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.14	22.16	16.02	6.60	5.97					

COLLOCATION - Mississippi	Attachment: 4	Exhibit: B
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CATEGORY		RATE ELEMENTS	Interi m	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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	183.20										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			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 Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.0576	27.95									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		1,081.40									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.41									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,265.629	42.641								
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.069									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,070.484	42.641								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.228									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22							
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		534.65									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		534.65									
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			UEA,UHL,UDL,UCL	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	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									
		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										
		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									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interi m	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	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.14								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08							
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.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		740.76								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		5.74								
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		7.33								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNDX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50					
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.14	22.16	16.02	6.60	5.97					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0025									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		534.65								

COLLOCATION - Mississippi												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE	534.65									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	763.69	490.94	133.77							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	328.81		190.22							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	4.84		5.93							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	2.27		2.78							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	7.92		9.72							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	84.98		77.58							
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX	17.02	10.79								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX	22.17	13.94								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX	27.32	17.08								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	28.09	10.79								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	36.69	13.94								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	45.28	17.08								
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR	77.41									
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91					
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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		
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee	I		CLO	PE1BA		2,322.00									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.42										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.88										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	97.98										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable	I		CLO	PE1BD		1,701.00									
		Physical Collocation - Floor Space, per sq feet	I		CLO	PE1PJ	2.30										
		Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	20.57										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	7.65										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		399.13									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.50										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.01										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.51										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.12										
					UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning	I			PE1P2	0.0309	33.53	31.65								
		Physical Collocation - 4-wire cross-connect, loop, provisioning	I		UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	33.67	31.70								
					WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I			PE1P1	1.38	52.87	39.86								

COLLOCATION - North Carolina

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	51.97	38.59								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	51.97	38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	64.53	51.15								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW		559.81									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	I		CLO	PE1CW		25.37									
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.062	15.00									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00									
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,140.00	2,140.00								
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.48									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,707.00									
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		923.08									
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02									
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.43									
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.51									
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		278.82									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interi m	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	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.66								
		Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,167.175	42.68							
		Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.086								
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		971.852	42.68							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.234								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		575.93		1.16						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		806.66		1.16						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,023.00		1.16						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1DU		532.72								
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		532.72								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78									
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0239	33.53	31.65							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0477	33.67	31.70							
		Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.28	52.87	39.86							
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	17.35	51.97	38.59							
		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		3,139.00								
		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									
		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								
		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								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		230.60								

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.74								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.94								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80							
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.																
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Fee			AMTFS	EAF		1,208.00		1.16				26.94	12.76	
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		741.44								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00						26.94	12.76	
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	3.48									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	12.60									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCIX	UEAC2	0.0208							26.94	12.76	
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA, UHL, UCL, UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0417							26.94	12.76	
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.86							26.94	12.76	
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.73							26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPX	CNC1X	0.3978							26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.18							26.94	12.76	
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		532.72						26.94	12.76	

COLLOCATION - North Carolina												Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72						26.94	12.76	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1474.00 I	947.42 S	247.64 I	247.64 S					
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		629.42 I	629.42 S	350.10 I	350.10 S					
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.87 I	8.87 S	10.43 I	10.43 S					
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.40 I	4.40 S	5.17 I	5.17 S					
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.38 I	15.38 S	18.09 I	18.09 S					
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		165.38 I	165.38 S	144.87 I	144.87 S					
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					26.94	12.76	
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					26.94	12.76	
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					26.94	12.76	
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.59	21.45					26.94	12.76	
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		70.24	28.11					26.94	12.76	
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		87.88	34.77					26.94	12.76	
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.48								
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.09	41.78	39.23					26.94	12.76	
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25					26.94	12.76	
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - South Carolina

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 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80						
		PHYSICAL COLLOCATION															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
		Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	9.19										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.33									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
					UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
		Physical Collocation - 4-wire cross-connect, loop, provisioning															
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.12	22.08	15.96	6.42	5.80						

COLLOCATION - South Carolina

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 - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	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			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	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
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0015									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,136.597	42.808							
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.14								
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		940.686	42.808							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.256								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21						
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Fiber Cable Support Structure, per cable	I		CLO	PE1DU		536.56								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		536.56								
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			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74					
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80					
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	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								
	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	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								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13								

COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	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	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
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.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51						
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.66								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX		3.95								
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		9.19								
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26					
	Virtual collocation - Special Access & UNE,cross-connect per DS1			USL,ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56								

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.71									
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80						
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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
PHYSICAL COLLOCATION																	
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00									
		Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cageless - Cable Installation Cost, per cable			CLO	PE1ZA		1,749.00									
		Physical Collocation - Cageless - Floor Space, per sq. ft.			CLO	PE1ZB	3.91										
		Physical Collocation - Floor Space, per sq feet	I		CLO	PE1PJ	5.94										
		Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable			CLO	PE1CJ	17.87										
		Physical Collocation - Cable Support Structure, per Entrance Cable	I		CLO	PE1PM	19.80										
		Physical Collocation - Cageless - Power, per Fused Amp			CLO	PE1ZC	6.79										
		Physical Collocation - Power, -48V DC Power - per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.10									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FB	5.60										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp	I		CLO	PE1FD	11.22										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FE	16.82										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp	I		CLO	PE1FG	38.84										
					UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning	I			PE1P2	0.033	33.82	31.92								
		Phycial Collocation - Cageless - 2-Wire Cross-Connects			UNLDX, UNCNX	PE1ZD	0.57	11.62	9.90	10.38	8.66						
					UEA, UHL, UNCVX, UNCDX, UCL, UDL												
		Physical Collocation - 4-wire cross-connect, loop, provisioning	I			PE1P4	0.066	33.94	31.95								
		Physical Collocation - Cageless - 4-Wire Cross Connects			UNCVX, UNCDX,	PE1ZE	0.57	11.81	10.04	10.44	8.67						

COLLOCATION - Tennessee

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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.51	53.27	40.16							
		Physical Collocation - Cageless - DS1 Cross Connects			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX	PE1ZF	1.32	32.22	17.76	10.46	8.75					
		Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	19.26	52.37	38.89							
		Physical Collocation - Cageless - DS3 Cross Connects			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1,ULDS1, UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99					
		Physical Collocation - 2-Fiber Cross-Connect	I		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
		Physical Collocation - Cageless - 2 Fiber Cross Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	3.03	41.56	29.82	12.96	10.34					
		Physical Collocation - 4-Fiber Cross-Connect	I		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
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35					
		Physical Collocation - Space enclosure, welded wire, first 100 square feet	I		CLO	PE1BW	218.53									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet	I		CLO	PE1CW	21.44									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	55.99									
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State	I		CLO	PE1A1	0.059	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24								

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	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 First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00	2,154.00							
		Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.67								
		Physical Collocation - Cable Records, per request	I		CLO	PE1CR		1,711.00								
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)	I		CLO	PE1CD		925.06								
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05								
		Physical Collocation, Cable Records, DS1, per T1 TIE	I		CLO	PE1C1		8.45								
		Physical Collocation, Cable Records, DS3, per T3 TIE	I		CLO	PE1C3		29.57								
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)	I		CLO	PE1CB		279.42								
		Phyiscal Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44							
		Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61							
		Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02							
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit	I		CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit	I		CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit	I		CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit	I		CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit	I		CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit	I		CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit	I		CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit	I		CLO	PE1BE		37.00								
		Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof	I		CLO	PE1B7		592.00								
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32									
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40								
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72								
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05								
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97									
		Phyical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49									

COLLOCATION - Tennessee

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 First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
		Physical 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 ckt, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE12C	0.0475	7.68									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13X	9.32	298.03									
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0013										
		Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ZH	0.0031										
		Physical Collocation - Cageless - Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable			CLO	PE1ZK		555.03									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0019										
		Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045										

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

COLLOCATION - Tennessee

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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)						
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00							2.07	2.81	0.67	1.41
		Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.25										
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00							2.07	2.81	0.67	1.41
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91											
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79											
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87											
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL, UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66				2.07	2.81	0.67	1.41
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67				2.07	2.81	0.67	1.41
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34				2.69	2.69	1.56	1.56
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35				2.69	2.69	1.56	1.56
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX	CNC1X	1.32	32.22	17.76	10.46	8.75				2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99				2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031											
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045											
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03							2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03							2.07	2.81	0.67	1.41
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00										
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06										
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05										
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45										
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57										
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42										
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15							2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50							2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86							2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64							2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77							2.07	2.81	0.67	1.41

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l
											OSS Rates (\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
				AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
				AMTFS	VE1QR		77.67									
VIRTUAL COLLOCATION																
				UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
				UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

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

1.1 During the term of this Agreement, where <customer_short_name> is utilizing its own switch, <customer_short_name> shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where BellSouth provides local switching or resold services to <customer_short_name>, BellSouth will provide <customer_short_name> with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. <customer_short_name> acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. <customer_short_name> may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to <customer_short_name>) telephone numbers per rate center if the following conditions are met:

1.2.1 <customer_short_name> must: (1) indicate that all of the intermediate numbers currently held by <customer_short_name> in each rate center where <customer_short_name> will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where <customer_short_name> will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by <customer_short_name> in the rate center where <customer_short_name> is requesting telephone numbers has reached at least 70%. The above information will be provided by <customer_short_name> by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where <customer_short_name> will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by <customer_short_name> to End Users by the total number of intermediate numbers held by <customer_short_name> in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).

1.2.2 If fulfilling <customer_short_name>'s request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy

<customer_short_name>'s request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy <customer_short_name>'s request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by <customer_short_name> for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.3 <customer_short_name> agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.
- 1.3 <customer_short_name> acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that <customer_short_name> cancel all or a portion of its unassigned intermediate numbers. <customer_short_name> consent to BellSouth's request shall not be unreasonably withheld.
- 2. LNP**
 - 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
 - 2.2 End User Line Charge. Where <customer_short_name> subscribes to BellSouth's local switching, BellSouth shall bill and <customer_short_name> shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
 - 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
 - 2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.
 - 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
 - 2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and <customer_short_name> 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 <customer_short_name> shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and <customer_short_name> will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 3. OSS RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 Nondiscriminatory Access. BellSouth shall provide to <customer_short_name> access to its Operations Support Systems (OSS) and the necessary information contained therein in order that <customer_short_name> can perform the functions of pre-ordering, ordering, provisioning, maintenance-and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on the interconnection web site, <http://interconnection.bellsouth.com/guides/html/leo.html>, for maintenance and repair at http://www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at <http://www.interconnection.bellsouth.com/guides/html/billing.html>. Except where otherwise required by Commission order, where practicable, BellSouth will notify <customer_short_name> of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth web site thirty (30) calendar days prior to such changes. In addition, BellSouth will use its best efforts, upon <customer_short_name>'s request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by <customer_short_name>.
- 1.2 **Regular Working Hours/Overtime.** For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:
- Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
- Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)
- 1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the End User is located and the physical work associated with providing service to that End User is being performed.
- 1.2.2 To the extent <customer_short_name> requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of

BellSouth's General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of <customer_short_name>, BellSouth will not assess <customer_short_name> additional charges beyond the rates and charges specified in this Agreement.

- 1.3 <customer_short_name> and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, <customer_short_name> and BellSouth may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Control Process (changes that affect external users of BellSouth's OSS interfaces and associated manual processes and documentation) to the extent <customer_short_name> elects to address such changes <customer_short_name> will use the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 Interfaces. BellSouth shall provide <customer_short_name> access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of <customer_short_name> to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for <customer_short_name>'s access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html (Programming Interfaces) and are incorporated herein by reference.
- 2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to <customer_short_name> on the BellSouth Website.
- 2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the

testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection website for testing, <http://interconnection.bellsouth.com/clectest/index.html>, and in CCP Section 10, http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf.

- 2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at www.interconnection.bellsouth.com/oss/oss_hour.html, except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.
- 2.2.2.1 BellSouth will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or End User notification and BellSouth would employ the same process as BellSouth would use for its Retail End Users.
- 2.3 Single Point of Contact/Blanket LOA. <customer_short_name> will be the single point of contact with BellSouth for ordering activity for network elements and other services used by <customer_short_name> to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. <customer_short_name> and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.
- 2.4 Batch Transmission. Upon request, BellSouth shall provide <customer_short_name> with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that <customer_short_name> can perform the following pre-

ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following web site:
<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>.
Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1 [Parties Disagree]

[<customer_short_name> Version] **CSR information shall include customer payment history to the extent authorized or required by the FCC, Commission or End User.**

[BellSouth Version] **No Section.**

2.5.2 BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>. The response interval and average response time will be as required by SQM OSS.

2.5.3 Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002 which is accessible via the Internet at the following web site:
<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>.

2.5.4 BellSouth shall provide <customer_short_name> with nondiscriminatory access to the loop qualification information that is available to BellSouth, so that <customer_short_name> can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that <customer_short_name> intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.5.5 [Parties Disagree]

[<customer_short_name> Version] Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <customer_short_name> shall **use best efforts** to provide to BellSouth access to CSRs within **an average of five (5) business days of a valid** request.

[BellSouth Version] Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <customer_short_name> shall provide to BellSouth access to CSRs within **four (4) hours after** request **via electronic access where available. If electronic access is not available, <customer_short_name> shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable within forty-eight (48) hours of a valid request.**

2.5.6 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.6.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.6.2 [<customer_short_name> Version] Notice of Noncompliance. If, after receipt of a requested LOA **or, if no LOA is provided by the seventh (7th) business day after such request has been made**, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, the requesting Party will send written notice to the other Party specifying the alleged noncompliance. **The Party receiving the notice agrees to acknowledge receipt of the notice as soon as practicable. If the Party receiving the notice does not dispute the other Party's assertion of non-compliance, the receiving Party agrees to provide the other Party with notice that appropriate corrective measures have been taken or will be taken as soon as practicable.**

[BellSouth Version] Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, **or, if no LOA is provided by the seventh (7th) business day after such request has been made**, the requesting Party **will** send written notice to the other Party specifying the alleged noncompliance.

2.5.6.3 [<customer_short_name> Version] Disputes over Alleged Noncompliance. **If one Party disputes the other Party's assertion of non-compliance, that Party shall notify the other Party in writing of the basis for its assertion of compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within a reasonable time or provide the other Party with proof sufficient to persuade the other Party that**

it erred in asserting that the non-compliance, the requesting Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. In such instance, the Parties cooperatively shall seek expedited resolution of the dispute. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

[BellSouth Version] Disputes over Alleged Noncompliance. In its **written notice to the other Party** the alleging Party will state **that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party** shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.6

[Parties Disagree]

[<customer_short_name> Version] Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <customer_short_name> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <customer_short_name> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <customer_short_name> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. **In such cases,** <customer_short_name> will be assessed the

lower electronically submitted OSS rate. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

[BellSouth Version] Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <customer_short_name> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <customer_short_name> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <customer_short_name> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. **In the case of outages of BellSouth's OSS interfaces, <customer_short_name> will be assessed the lower electronically submitted OSS rate if <customer_short_name> must submit LSRs manually during periods of systems outages by complying with the rules specified in the LOH located at <http://interconnection.bellsouth.com/guides/html/leo.html>.** BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

- 2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3.
- 2.6.2 <customer_short_name> may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to <customer_short_name> through BellSouth's Carrier Notifications which can be accessed at BellSouth's Internet site: <http://www.interconnection.bellsouth.com/notifications>.
- 2.6.3 Upon receipt of an order for a conversion, from a BellSouth retail End User to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect

and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify <customer_short_name> subsequent to the order being completed.

- 2.6.4 <customer_short_name> will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, or <customer_short_name>'s DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or <customer_short_name> otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify <customer_short_name> if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, <customer_short_name> shall use the expedite request field on the order. If <customer_short_name> requests that an order be expedited, BellSouth shall notify <customer_short_name> of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by SQM O-9. Service date advancement charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.5 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by <customer_short_name>, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>. The charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If <customer_short_name> accepts service on the plant test date (PTD) normal recurring charges will apply from that date but Service Date Advancement charges will only apply if <customer_short_name> previously requested the order to be expedited and the expedited DD is the same as the original PTD.
- 2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the

fault of <customer_short_name> or its End User, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

- 2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if <customer_short_name> places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply. Where <customer_short_name> places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, <customer_short_name> may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should <customer_short_name> elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if <customer_short_name> places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.
- 2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Internet site:
<http://interconnection.bellsouth.com/guides/html/leo.html>.
- 2.6.8.1 BellSouth shall not require a disconnect order from an End User, <customer_short_name>, or another CLEC in order to process a <customer_short_name> order for a Resale service available under Attachment 1 to this Agreement.
- 2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to <customer_short_name> electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide <customer_short_name> with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be

found at BellSouth's Internet site:
<http://interconnection.bellsouth.com/guides/html/leo.html>.

- 2.6.9.1 BellSouth shall provide to <customer_short_name> a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities (PF) Report found on the PMAP web site located at <https://pmap.bellsouth.com/default.aspx>. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.
- 2.6.10 Rejections/Errors. BellSouth shall reject and return to <customer_short_name> any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to <customer_short_name>, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.
- 2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site, <http://www.interconnection.bellsouth.com/guides/html/lsr.html>. BellSouth will work cooperatively with <customer_short_name> as reasonably necessary to assist <customer_short_name> in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.
- 2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.
- 2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by

BellSouth, at <customer_short_name>'s request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

- 2.6.12 Service Request Changes (Supplemental Service Requests). If an installation or other <customer_short_name>-requested work requires a change from the original <customer_short_name> service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate <customer_short_name> ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide <customer_short_name> an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the <customer_short_name> ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.
- 2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify <customer_short_name> in accordance with the pending facilities procedures set forth in Section 2.6.14 below.
- 2.6.12.2 If <customer_short_name>'s End User requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify <customer_short_name> at the telephone number on the service order of that request. The BellSouth technician should notify <customer_short_name> in the presence of the <customer_short_name> End User and provide an estimate of additional labor hours or materials needed so that <customer_short_name> can negotiate authority to install the requested service directly with that End User and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by <customer_short_name>, even at the End User's request, without approval from the <customer_short_name> ordering center. After all installation or other work is completed, BellSouth shall immediately notify <customer_short_name> of the actual labor hours or materials used to the <customer_short_name> ordering center that authorized the supplemental service request(s).
- 2.6.13 Pending Facility Situations. BellSouth shall provide to <customer_short_name> notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site located at <http://pmap.bellsouth.com/default.aspx> and via CSOTS. When BellSouth is able to provide a new committed due date, BellSouth shall provide <customer_short_name> a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.
- 2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in <customer_short_name>'s service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and

manually submitted orders shall be provided via CSOTS located at <https://csots.bellsouth.com>. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet website at <http://pmap.bellsouth.com/default.aspx>.

- 2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.
- 2.6.16 Orders placed in hold or pending status by <customer_short_name> will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, <customer_short_name> shall be required to submit a new service request. Incorrect or invalid requests returned to <customer_short_name> for correction or clarification will be held for thirty (30) calendar days. If <customer_short_name> does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide <customer_short_name> with the results from all tests when available.
- 2.6.18 <customer_short_name> and BellSouth will perform cooperative testing, if requested by <customer_short_name>, to test Services and Elements purchased by <customer_short_name> where BellSouth performs cooperative testing on like services for its retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1.
- 2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.
- 2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by <customer_short_name> on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at <customer_short_name>'s request. BellSouth shall provide <customer_short_name> with the results from all tests when available. In situations where a requested test is not normally performed by BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing no ACAT charges will be charged.

- 2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by <customer_short_name>, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and <customer_short_name> requests Tagging, <customer_short_name> will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.22 Suspend/Restore Orders. Upon <customer_short_name>'s request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 2.6.23 Unless otherwise ordered by <customer_short_name>, when <customer_short_name> orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. <customer_short_name> shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.
- 2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to <customer_short_name>, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for local service requests submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.
- 2.6.25 [Parties Disagree]
- [<customer_short_name> Version] **Subject to the same exclusions that apply to BellSouth's delivery of a FOC, <customer_short_name> shall use best efforts to return a FOC to BellSouth, for purposes of porting a number, within an average of five (5) business days, for noncomplex orders, after <customer_short_name>'s receipt from BellSouth of a valid LSR.**
- [BellSouth Version] <customer_short_name> **shall return a FOC to BellSouth within thirty-six (36) hours, exclusive of Saturdays, Sundays and Holidays, after <customer_short_name>'s receipt from BellSouth of a valid LSR.**
- 2.6.26 [Parties Disagree]
- [<customer_short_name> Version] **Subject to the same exclusions that apply to BellSouth's delivering a Reject Response, <customer_short_name> shall use best efforts to provide a Reject Response to BellSouth within an average of forty-eight (48) hours, for noncomplex orders and exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.**

[BellSouth Version] <customer_short_name> shall provide a Reject Response to BellSouth within **twenty-four (24)** hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

- 2.7 Maintenance and Repair. <customer_short_name> may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers <customer_short_name> nondiscriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides customer_short_name>> an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to <customer_short_name> and its End Users repair service that is nondiscriminatory in relation to that provided to BellSouth and its End Users and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated End Users. BellSouth will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.
- 2.7.1 BellSouth and <customer_short_name> agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the Internet at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. For services provided through resale, BellSouth agrees to provide <customer_short_name> with scheduled maintenance for residence and small business End Users consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide <customer_short_name> notification of Central Office conversions consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.
- 2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by <customer_short_name> to its End User, and not by BellSouth. The BellSouth technician shall: (i) contact <customer_short_name> for authorization; (ii) provide an estimate of time and materials required to <customer_short_name>; and (iii) notify <customer_short_name> if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call <customer_short_name> to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises

with the End User on the line so that <customer_short_name> can schedule a new appointment with BellSouth and End User at the same time.

- 2.7.2.1 BellSouth will bill maintenance charges for premises visits to <customer_short_name> in accordance with the provisions of this Attachment.
- 2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the End User with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with the <customer_short_name>'s End User.
- 2.7.4 BellSouth shall provide <customer_short_name> with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html.
- 2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement ("JIA") with BellSouth, <customer_short_name> shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth CLEC web site at http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf. A sample JIA is also available at this site.
- 2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide <customer_short_name> access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth CLEC web site at <http://www.interconnection.bellsouth.com>. Such interfaces shall not replace current interfaces prior to being addressed through CCP.
- 2.7.6 BellSouth shall make every reasonable effort to notify <customer_short_name> upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.
- 2.7.7 <customer_short_name> may enter a trouble report with BellSouth when a central office feature or function is not performing. If <customer_short_name>'s circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, <customer_short_name> can submit a central office features trouble report if the circuit/telephone number has switch translations on it.
- 2.7.8 BellSouth shall advise <customer_short_name> of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble

report issuance. BellSouth shall notify <customer_short_name> of switch failures pursuant to the Disaster Recovery Plan in 10 of this Agreement if applicable. <customer_short_name> will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at

http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

2.7.9 BellSouth will call the <customer_short_name> maintenance and repair center with notification in the event that a BellSouth maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames BellSouth provides such notice to itself, its own End Users, its affiliates and to any other CLEC. If a scheduled repair visit is missed, <customer_short_name> may escalate to BellSouth for expedited repair and a revised estimated completion time.

2.7.9.1 Repair appointments missed due to BellSouth's fault are subject to the SQM M&R-1.

2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by BellSouth's Customer Wholesale Interconnection Network Services ("CWINS") Maintenance Center Chronic Group personnel. BellSouth performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermitten conditions or upon reasonable request by <customer_short_name>. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint <customer_short_name>/BellSouth testing
- Component repair
- Referral to <customer_short_name> for resolution

2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If <customer_short_name> is involved in the chronic process, notification will be provided to <customer_short_name>. When <customer_short_name> determines that a chronic condition regarding a circuit or service exists, a request

may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. <customer_short_name> should provide any test results associated with the reported service at the time the chronic request is made.

- 2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all <customer_short_name>-initiated chronic requests and will be closed with a call to <customer_short_name>'s maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) calendar days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing the customer to work from an existing ticket rather than open a new one each time they experience errors.

- 2.7.10.4 [Parties Disagree]

[<customer_short_name> Version] **Upon request from <customer_short_name>, BellSouth will disclose all available performance and maintenance history regarding the network element, service or facility subject to the Chronic Ticket.**

[BellSouth Version] No Section.

- 2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html. Such CCP will provide <customer_short_name> with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments.

- 2.8.1 BellSouth will provide advance notification prior to issuing new versions of BellSouth's documentation changes, including business rule changes, as described in the process flows in Section 4.0 and in Appendix G of the CCP, located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html.

- 2.9 Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to <customer_short_name>, is set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html.

- 2.9.1 [Parties Disagree]

[<customer_short_name> Version] Rates. The Parties shall bill each other for providing OSS functionalities at the rates set forth in Exhibit A of Attachment 2 of this Agreement. <customer_short_name> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request.

[BellSouth Version] Rates. BellSouth shall bill <customer_short_name> OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. <customer_short_name> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request associated with the 'port back' of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, pursuant to the terms and conditions under which BellSouth bills <customer_short_name> for OSS, including FOC turnaround times the same as BellSouth's, due date intervals the same as BellSouth's for port out of numbers only and CSRs handled under the same terms and conditions that BellSouth is held to in providing the CSRs to <customer_short_name>. Should BellSouth desire to establish a mechanized interface with <customer_short_name> in support of the 'port back' local service requests, BellSouth shall initiate a New Business Request to <customer_short_name>.

- 2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by <customer_short_name> when BellSouth's electronic interface normally utilized by <customer_short_name> is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge <customer_short_name> must follow the procedure outlined in BellSouth's LOH, <http://interconnection.bellsouth.com/guides/html/leo.html>, for every manually submitted LSR.

3. MISCELLANEOUS

- 3.1 Customer Migration. Neither BellSouth nor <customer_short_name> shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 3.1.1 [Parties Disagree]

[<customer_short_name> Version] **In no event shall BellSouth refuse to permit, or otherwise refuse to comply with its obligations hereunder with respect to, the transition to <customer_short_name> of any End User by conditioning such permission or compliance upon (a) <customer_short_name>'s entry into any billing and/or collection arrangement, operational understanding or relationship with one or more of BellSouth's Affiliates (including, without limitation, BellSouth Long Distance), or any third party carrier; or (b) any applicable End User's or <customer_short_name>'s entry into any other agreement, arrangement, understanding or relationship with BellSouth or any of its Affiliates, or a third party carrier other than as expressly contemplated by this Agreement. In the event that BellSouth shall withhold or condition its permission or compliance with respect to any End User-**

transition matter in violation of the foregoing sentence, <customer_short_name> shall automatically and immediately be entitled to assess against and collect from BellSouth, in addition to and without prejudice to or limitation upon any other rights or remedies <customer_short_name> and/or any of its End Users may have under this Agreement, under any other agreement, instrument or document related hereto or contemplated hereby or otherwise at law or in equity against BellSouth and/or its Affiliates, or a third party carrier in respect of any such matters and/or any breach or violation of any other provision(s) of this Agreement occurring in connection therewith, an amount equal to \$1,000 per occurrence for each day. Each of BellSouth and <customer_short_name> acknowledge and agree that, insofar as it would be impossible or commercially impracticable to ascertain and fix the actual amount of damages as would be sustained by <customer_short_name> as a result of any breach by BellSouth of the foregoing provisions of this Section 3.1.1, the liquidated damage amount specified in the foregoing sentence is agreed to as a reasonable approximation of the damages likely to be sustained by <customer_short_name>, and not as a penalty, upon the occurrence and during the continuance of any such breach.

[BellSouth Version] No Section.

3.1.2

[Parties Disagree]

[<customer_short_name> Version] Mass Migration of Customers. BellSouth will cooperate with <customer_short_name> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory. **Mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) will be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all relevant information shall be used. An electronic OSS charge shall be assessed per service arrangement migrated. This Section shall not govern bulk migration from one service arrangement to another for the same carrier or migration of a collocation space from one carrier to another.**

[BellSouth Version] Mass Migration of Customers. BellSouth will cooperate with <customer_short_name> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory.

3.1.2.1

[Parties Disagree]

[<customer_short_name>Version] **BellSouth shall only charge <customer_short_name> a TELRIC-based records change charge for the migration of customers for which no physical re-termination of circuits must be performed. The TELRIC-based records change charge is as set forth in**

Exhibit A of Attachment 2 of this Agreement. Such migrations shall be completed within ten (10) calendar days of an LSR or spreadsheet submission. The TELRIC-based charge for physical re-termination of circuits (including appropriate record changes (a single charge will apply)) is as set forth in Exhibit A of Attachment 2 of this Agreement. Such physical re-terminations shall be completed within ten (10) calendar days of electronic LSR or spreadsheet submission.

[BellSouth Version] **No Section.**

- 3.2 Use of Facilities. When a customer of <customer_short_name> elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to <customer_short_name> by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (*i.e.*, service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify <customer_short_name> that such a request has been processed after the disconnect order has been completed. Such notification will be provided via <customer_short_name>'s line loss notification report which can be found on the PMAP web site at <http://pmap.bellsouth.com/default.aspx> and is updated on a daily basis except for Sundays.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Internet site:
<http://www.interconnection.bellsouth.com/contact/index.html>.
<customer_short_name> shall provide a contact number that is separate and distinct from that provide to <customer_short_name>'s End Users. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (*i.e.*, PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs 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.

- 3.5 Service Arrangement Reconfiguration. BellSouth shall reconfigure (company initiated activity (CIA) or central office conversion) the <customer_short_name> service arrangements of <customer_short_name>'s End User for Resale services, UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq.* as well as the procedures described in the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by <customer_short_name> (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.
- 3.5 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.6 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.
- 3.7.1 Any written "leave behind" materials that BellSouth technicians provide to <customer_short_name> End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.
- 3.7 Escalation Procedures and Contacts. BellSouth's escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on the interconnection web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.
- 3.8 Disputes Between <customer_short_name> and <customer_short_name>'s End Users. In general, BellSouth will not become involved in disputes between <customer_short_name> and <customer_short_name>'s End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, <customer_short_name> shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist <customer_short_name> in as timely a manner as possible. BellSouth's involvement will be limited to interfacing with <customer_short_name>'s employees who are involved in the dispute resolution.

- 3.9 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. <customer_short_name> must contact the appropriate BellSouth work center to record <customer_short_name>'s issue/dispute and to work with the personnel within the center to reach final resolution. Should <customer_short_name> determine that escalation is required to reach resolution, <customer_short_name> should invoke the process appropriate for that work center as spelled out in BellSouth's Operational Understanding located at <http://www.interconnection.bellsouth.com/guides> for provisioning, maintenance and repair; in Project Management located at <http://interconnection.bellsouth.com/centers/html/pm.html> for customer care project management; Section 8.0 of the Change Control Process located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/cl ec.html for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.
- 3.10 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.
- 3.11 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.
- 3.12 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless <customer_short_name> negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.
- 3.13 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.
- 3.14 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by <customer_short_name> during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any

applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

- 3.16 Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise <customer_short_name> when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of <customer_short_name> to take the corrective action necessary up to and including the disconnection of service to its End Users who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to <customer_short_name>'s End Users as BellSouth provides to its own End Users.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to <customer_short_name> under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change to comply with standards that are finalized by the applicable industry forum.

- 1.1.1 For any service(s) BellSouth receives from <customer_short_name>, <customer_short_name> shall continue to bill BellSouth in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of <customer_short_name> and BellSouth.

- 1.1.2 BellSouth bills will include sufficient itemization and bill detail to identify the particular elements or services provided. BellSouth shall provide <customer_short_name> a monthly bill that includes all charges incurred by and credits and/or adjustments due to <customer_short_name> for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to <customer_short_name>, including USOCs and similar information, where applicable. All charges billed to <customer_short_name> must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in BellSouth's state specific GSST Section A3 where the serving state will be indicated.

- 1.1.3 [Parties Disagree]

[<customer_short_name> Version] The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. **Bills should not be rendered for any charges which are incurred under this agreement when more than ninety (90) days have passed since the bill date on which those charges ordinarily would have been billed. Billed amounts for services rendered more than one (1) billing period prior to the Bill Date shall be invalid unless the billing Party identifies such billing as "back-billing" on a line-item basis. However, both Parties recognize that situations exist which would necessitate billing beyond ninety (90) days and**

up to a limit of six (6) months after the date upon which the bill ordinarily would have been issued. These exceptions are:

Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner;

Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

[BellSouth Version] The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date.

Charges incurred under this Agreement are subject to applicable Commission rules and state statutes of limitations.

- 1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to BellSouth.
- 1.1.5 BellSouth will render bills each month for lines on established bill days for each of <customer_short_name>'s accounts. Where feasible, BellSouth shall offer to render bills in electronic format. For any other billing media formats, BellSouth will offer to provide them so long as BellSouth supports their generation. If <customer_short_name> requests multiple billing media or additional copies of the bills, BellSouth will provide these at an additional cost as described in FCC Tariff 1 Section 13.3.6.3. To the extent <customer_short_name> supports the medium requested, additional copies of bills will be provided to BellSouth upon request from BellSouth at an additional cost equal to that which BellSouth would impose upon <customer_short_name>.
- 1.1.6 BellSouth will bill <customer_short_name> in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <customer_short_name>, and <customer_short_name> will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

- 1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required under Section 1.8, and receiving certification as a local exchange carrier from the appropriate regulatory agency, <customer_short_name> will provide the appropriate BellSouth Advisory Team/Local Contract Manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (“LOA”), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, <customer_short_name> may not order services under a new account established in accordance with this Section 1.2 until thirty (30) calendar days after all information specified in this Section 1.2 is received from <customer_short_name>. Notwithstanding the foregoing, this Section shall have no impact on <customer_short_name> in a state, if <customer_short_name> already has established accounts with BellSouth in that state including the overall CC or OCN if <customer_short_name> is operating in more than one (1) state.
- 1.2.1 Upon request from <customer_short_name>, BellSouth shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of <customer_short_name> billing to BellSouth. BellSouth will provide a LOA to <customer_short_name> upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on BellSouth, if BellSouth already has established accounts with <customer_short_name>.
- 1.2.2 [Parties Disagree]
- [<customer_short_name> Version]_OCN, CC, CIC, ACNA and BAN Changes. **In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), or a change in OCN, CC, CIC, ACNA or any other LEC identifier (collectively, a “LEC Change”), the changing Party shall submit written notice to the other Party. A Party may make one (1) LEC Change per state in any twelve (12) month period without charge by the other Party for updating its databases, systems, and records solely to reflect such LEC Change. In the event of any other LEC Change, such charge shall be at the cost-based, TELRIC compliant rate set forth in Exhibit A to this Attachment 7. LEC Changes shall be accomplished in thirty (30) calendar**

days and shall result in no delay or suspension of ordering or provisioning of any element or service provided pursuant to this Agreement, or access to any pre-order, order or maintenance interfaces made available by BellSouth pursuant to Attachment 6 of this Agreement. At the request of a Party, the other Party shall process and implement all system and record changes necessary to effectuate a new OCN/CC within thirty (30) calendar days. At the request of a Party, the other Party shall establish a new BAN within ten (10) calendar days.

[BellSouth Version] OCN, CC, CIC, ACNA and BAN Changes. If <customer_short_name> needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when <customer_short_name> has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), <customer_short_name> shall bear all costs incurred by BellSouth to convert <customer_short_name> to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of <customer_short_name>'s End User customer records and will be handled by the BFR/NBR process.

- 1.3 Payment Responsibility. Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its End Users.

1.4 [Parties Disagree]

[<customer_short_name> Version] Payment Due. Payment of charges for services rendered will be due **thirty (30) calendar days from receipt or website posting of a complete and fully readable bill or within thirty (30) calendar days from receipt or website posting of a corrected or retransmitted bill in those cases where correction or retransmission is necessary for processing** and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

[BellSouth Version] Payment Due. Payment for services will be due **on or before the next bill date (Payment Due Date)** and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

- 1.4.1 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due

date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon BellSouth's receipt of a tax exemption certificate, the total amount billed to <customer_short_name> will not include those taxes or fees from which <customer_short_name> is exempt. <customer_short_name> will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of <customer_short_name>.

1.6 [Parties Disagree]

[<customer_short_name Version] Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.2 above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment charge shall be due to the billing Party. The late payment charge shall be in an amount equal to not received by the payment due date multiplied by a late factor and will be applied on a per /bill basis. The late factor shall be **one (1) percent per month**. In addition to any applicable late payment charges, <customer_short_name> may be **assessed a \$20 fee** for all returned checks.

[BellSouth Version] Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.2 above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by 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 GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Interstate Access Tariff, as appropriate**. In addition to any applicable late payment charges, <customer_short_name>> may be **charged a fee** for all returned checks **as set forth in Section A2 of the GSST or pursuant to the applicable state law**.

- 1.7 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:

1.7.1 [Parties Disagree]

[<customer_short_name Version] Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another,

etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for **such** service may be refused, that any pending orders for **such** service may not be completed, and/or that access to ordering systems **for such service** may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **such** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice.

Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations of prohibited, unlawful or improper use, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over allegations of prohibited, unlawful or improper use. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

[BellSouth Version] Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **all** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice.

1.7.2

[Parties Disagree]

[<<customer_short_name Version] **Each Party** reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the **Due Date, the billing Party may** provide written notice to **the other Party** that additional applications

for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, **as indicated on the notice in dollars and cents**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, **the billing Party** may, at the same time, provide written notice that **the billing Party** may discontinue the provision of existing services to **the other Party** if payment of such amounts, **as indicated on the notice (in dollars and cents)**, is not received by the thirtieth (30th) calendar day following the date of the Initial Notice.

[BellSouth Version] **BellSouth** reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the **bill date in the month after the original bill date**, **BellSouth** will provide written notice to **<customer_short_name>** that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, **and all other amounts not in dispute that become past due before refusal, incompleteness or suspension**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, **BellSouth** may, at the same time, provide written notice **to the person designated by <customer_short_name> to receive notices of noncompliance** that **BellSouth** may discontinue the provision of existing services to **<customer_short_name>** if payment of such amounts, **and all other amounts not in dispute that become past due before discontinuance**, is not received by the thirtieth (30th) calendar day following the date of the initial notice.

- 1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.
- 1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's end users will be denied. The billed Party is solely responsible for notifying the end user of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party's normal application procedures.
- 1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.
- 1.8 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing

relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. <customer_short_name> may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, <customer_short_name> shall complete a credit profile and provide in the form attached hereto as Exhibit B.

- 1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if <customer_short_name> has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat <customer_short_name>, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.
- 1.8.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).
- 1.8.3 [Parties Disagree]
- [<customer_short_name> Version] The amount of the security shall not exceed two month's estimated billing for new CLECs or one and one-half month's actual billing under this Agreement for existing CLECs (based on average monthly billings for the most recent six (6) month period). Interest shall accrue per the appropriate BellSouth tariff on cash deposits.
- [BellSouth Version] The amount of the security shall not exceed two (2) month's **estimated billing for new CLECs or** actual billing for existing CLECs. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.
- 1.8.3.1 [Parties Disagree]
- [<customer_short_name> Version] **The amount of security due from an existing CLEC shall be reduced by amounts due <customer_short_name> by BellSouth aged over thirty (30) calendar days. BellSouth may request additional security in an amount equal to such reduction once BellSouth demonstrates a good payment history, as defined in Section 1.8.5.1, and subject to the standard set forth in Section 1.8.5.**
- [BellSouth Version]. **No Section.**
- 1.8.4 Any such security shall in no way release <customer_short_name> from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.

- 1.8.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:
- 1.8.5.1 <customer_short_name> must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is received over thirty (30) calendar days past the Due Date.
- 1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.
- 1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:
- 1.8.5.3.1 Free cash flow positive;
- 1.8.5.3.2 Positive tangible net worth; and
- 1.8.5.3.3 Debt/tangible net worth rating of 2.5 or better.
- 1.8.6 [Parties Disagree]
- [<customer_short_name> Version]. Subject to Section 1.8.7 following, in the event <customer_short_name> fails to remit to BellSouth any deposit requested pursuant to this Section **and either agreed to by <customer_short_name> or as ordered by the Commission** within thirty (30) calendar days **of such agreement or order**, service to <customer_short_name> may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to <customer_short_name>'s account(s).
- [BellSouth Version]. Subject to Section 1.8.7 following, in the event <customer_short_name> fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) calendar days **of <customer_short_name>'s receipt of such request**, service to <customer_short_name> may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to <customer_short_name>'s account(s).
- 1.8.7 [Parties Disagree]
- [<customer_short_name> Version] The Parties will work together to determine the need for or amount of a reasonable deposit. **If the Parties are unable to**

agree, either Party may file a petition for resolution of the dispute and both parties shall cooperatively seek expedited resolution of such dispute.

[BellSouth Version]. The Parties will work together to determine the need for or amount of a reasonable deposit. **If <customer_short_name> does not agree with the amount or need for a deposit requested by BellSouth, <customer_short_name> may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that <customer_short_name> posts a payment bond for the amount of the requested deposit during the pendency of the proceeding.**

- 1.8.8 At any such time as the provision of services to <customer_short_name> is terminated pursuant to Section 1.7, the amount of the deposit will be credited against <customer_short_name>'s account(s) and any credit balance that may remain will be refunded immediately.

- 1.8.9 [Parties Disagree]

[<customer_short_name> Version] Subject to a standard of commercial reasonableness, if a material change in the circumstances of <customer_short_name> so warrants and/or gross monthly billing has increased **more than 25%** beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.8. **Notwithstanding the foregoing, BellSouth shall not make such additional requests based solely on increased billing more frequently than once in any six (6) month period.**

[BellSouth Version] Subject to a standard of commercial reasonableness, if a material change in the circumstances of <customer_short_name> so warrants and/or gross monthly billing has increased beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth in this Section 1.8.

- 1.8.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.8 or within thirty (30) calendar days of <customer_short_name> establishing that it satisfies the standards set forth in Section 1.8.4. <customer_short_name> may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. <customer_short_name> shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in

accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

- 1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.

1.9.1 [Parties Disagree]

[<customer_short_name> Version] **Notices sent pursuant to this Attachment 7** also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

[BellSouth Version] **BellSouth's Initial Notice to <customer_short_name> that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth (15th) calendar day following the date of the notice is system generated and will only be supplied to <customer_short_name>'s billing contact. Notices, not system generated, of security deposits and suspension or termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.**

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDs) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request (BAR) form attached hereto as Exhibit B.

- 2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.

- 2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.
- 2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.
- 2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which <customer_short_name> agrees to travel at its expense.
- 2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at <http://interconnection.bellsouth.com/forms/html/billing&collections.html> to assist in this effort. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- 2.1.6 Notwithstanding the foregoing, new billing disputes may not be filed pertaining to a bill when a period of two (2) years from the bill issue date has elapsed.
- 2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be

honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) calendar days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) calendar days.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

- 3.1 BellSouth shall cooperate with and provide all information reasonably requested by <customer_short_name> to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

- 4.1 Remote Accounting Office ("RAO") Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to <customer_short_name> by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide <customer_short_name> with thirty (30) calendar days' advanced notice of such revisions.
- 4.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Charges or credits, as applicable, will be applied by BellSouth to <customer_short_name> on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) calendar days of receipt of the billing statement.

- 4.4 <customer_short_name> must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, <customer_short_name> must request that BellSouth establish a unique hosted RAO code for <customer_short_name>. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 4.5 BellSouth will receive messages from <customer_short_name> that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. <customer_short_name> shall send all messages to BellSouth no later than sixty (60) calendar days after the message date.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from <customer_short_name>.
- 4.7 All data received from <customer_short_name> that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 4.8 All data received from <customer_short_name> that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by <customer_short_name> and will forward them to <customer_short_name> on a daily basis for processing.
- 4.10 Transmission of message data between BellSouth and <customer_short_name> will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).
- 4.10.1 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit and coordinating the installation with BellSouth. <customer_short_name> will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of <customer_short_name>. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer_short_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer_short_name>