

- 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/DSO 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	SOMEc	SOMAN	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, UNCLX	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	SOME C	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
						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	0.0011									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0016									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA		1,196.424	42.721							
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB		18.103								
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,000.913	42.721							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.241								
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21						
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		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		535.37								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV		535.37								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA		0.14								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC		5.41								
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2		0.02	12.30	11.80	6.03	5.44				
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4		0.04	12.39	11.87	6.39	5.73				
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1		1.03	22.03	15.93	6.40	5.79				
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3		13.95	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2		2.36	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4		4.52	25.55	19.86	9.71	8.25				
	Adjacent Collocation - Application Fee			CLOAC	PE1JB			1,576.69		0.51					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB		4.91								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD		9.84								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE		14.74								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG		34.06								
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87								

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	SOMEc	SOMAN	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'l 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,U EQ, UNCVX, UNCDX, UNCNDX	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, UNCNDX	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											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	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, UNCNX, 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, UEPPDX, 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												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 - 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												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 - Florida										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		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'l 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										
		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,UEQ, UNCVX, UNCDX, UNCIX	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													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	535.54									
		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	SOME C	SOMAN	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												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 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		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
		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			CLOARS	PE1RA		300.61		132.62							
		Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	143.23										
		Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		13.20									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		109.94									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		36.04									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR		116.64									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLOARS	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			CLOARS	PE1OT		21.92	14.19								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLOARS	PE1PT		27.31	17.55								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOARS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOARS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLOARS	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, UNCNCX	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, UEPPDX	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											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	0.0333	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										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNCLX	PE1P1	1.48	44.23	31.98	12.81	11.57						

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		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	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												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 - 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												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		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,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNDX	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, UEPPDX	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, UNCSX, 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		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		535.55									
	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										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	0.0318	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							
		Physical Collocation - 2-wire cross-connect, loop, provisioning						UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0318	11.94	11.46					
		Physical Collocation - 4-wire cross-connect, loop, provisioning						UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53					
		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														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 - 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												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 - 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											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		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,U DC,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		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMECS	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	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, UNCLX	PE1P1	1.14	22.16	16.02	6.60	5.97						

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 - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, 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

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		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										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	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,UDC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNC NX	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, UE PDX	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		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		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												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 - 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												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 - 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	SOMECE	SOMAN	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	EA		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, UEPPDX	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	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											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	0.0341	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									
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNCLX	PE1P1	1.12	22.08	15.96	6.42	5.80					

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	SOME C	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												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	SOMECS	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		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											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		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,U DC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNDX	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						
							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										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	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								
		Physical 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											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 (\$)				
												SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning	I		WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1.51	53.27	40.16							
		Physical Collocation - Cageless - DS1 Cross Connects			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPPDX	PE1ZF	1.32	32.22	17.76	10.46	8.75					
		Physical Collocation - DS3 Cross-Connect, provisioning	I		UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	19.26	52.37	38.89							
		Physical Collocation - Cageless - DS3 Cross Connects			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, 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 (\$)					
															SOMEc	SOMAN	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									
		Physical 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										
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5				55.49										

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 (\$)				
											SOMEc	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	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 (\$)						
											SOMEc	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,UDC,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 Acess & 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 (\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
		Virtual Collocation - Request Resend of CFA Information, per CLI			AMTFS	VE1QR		77.67									
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			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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**2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT
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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/client.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/client.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/client.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>

will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the <customer_short_name> end for the purpose of data transmission will be the responsibility of <customer_short_name>.

- 4.10.2 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 4.11 All messages and related data exchanged between BellSouth and <customer_short_name> will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 4.12 <customer_short_name> will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for <customer_short_name> to send data to BellSouth more than sixty (60) calendar days past the message date(s), <customer_short_name> will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or <customer_short_name>, where necessary, to notify all affected LECs.
- 4.14 Should an error be detected by the EMI format edits performed by BellSouth on data received from <customer_short_name>, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify <customer_short_name> of the error. <customer_short_name> will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, <customer_short_name> will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.15 In association with message distribution service, BellSouth will provide <customer_short_name> with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.16 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section.
- 4.17 RAO Compensation.
- 4.17.1 Rates for message distribution service provided by BellSouth for <customer_short_name> are set forth in Exhibit A.

- 4.17.2 Rates for data transmission associated with message distribution service are set forth in Exhibit A.
- 4.18 Intercompany Settlements Messages.
- 4.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by <customer_short_name> as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between <customer_short_name> and the involved company(ies), unless that company is participating in NICS.
- 4.18.2 Both traffic that originates outside the BellSouth region by <customer_short_name> and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by <customer_short_name>, is covered by CATS. Also covered is traffic that either is originated by or billed by <customer_short_name>, involves a company other than <customer_short_name>, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.18.3 Once <customer_short_name> is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 4.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of <customer_short_name>. BellSouth will distribute copies of these reports to <customer_short_name> on a monthly basis.
- 4.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of <customer_short_name>. BellSouth will distribute copies of these reports to <customer_short_name> on a monthly basis.
- 4.18.6 BellSouth will collect the revenue earned by <customer_short_name> from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer_short_name>. BellSouth will remit the revenue billed by <customer_short_name> to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on <customer_short_name>. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer_short_name> monthly via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.18.7 BellSouth will collect the revenue earned by <customer_short_name> within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer_short_name>. BellSouth will remit the revenue billed by <customer_short_name> within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer_short_name> monthly via a monthly CABS miscellaneous bill.

4.18.8 BellSouth and <customer_short_name> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

5. UNBILLABLE REVENUE (CMDs/ADUF/ODUF/EODUF)

5.1 Recording Failure(s)

5.1.1 When BellSouth carries or switches calls and loses or fails to make a recording, regardless of whether <customer_short_name> or BellSouth are performing the billing function, BellSouth shall notify <customer_short_name> of the amount of estimated <customer_short_name> unbillable revenue in accordance with Section 5.3. BellSouth shall compensate <customer_short_name> for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to <customer_short_name>, if any, but for which BellSouth could not render bills as a result of any recording loss(es).

5.1.2 The term “unbillable” refers to a message or service that cannot be billed to the correct <customer_short_name> customer.

5.2 Lost, Damaged, or Destroyed Message Data

5.2.1 When <customer_short_name> message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify <customer_short_name> of the estimated amount of <customer_short_name> unbillable revenue in accordance with Section 5.3. BellSouth shall compensate <customer_short_name> for this unbillable revenue within three (3) bill periods.

5.2.2 When <customer_short_name> message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when <customer_short_name> is performing the billing and/or recording function, and

the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify <customer_short_name> of the estimated amount of <customer_short_name> unbillable revenue in accordance with Section 5.3 of this Attachment. BellSouth shall compensate <customer_short_name> for the net loss to <customer_short_name> within three (3) bill periods.

5.3 Determination of Losses.

5.3.1 Material Loss. BellSouth shall review its daily controls to determine if data has been lost. The message threshold (5000 (this is the number of messages on the switch for all carriers including inter and intraLATA as well as Local) messages within the missing data period) used by BellSouth to determine if there has been a material loss of its own messages will also be used to determine if a material loss of <customer_short_name>'s messages has occurred. A nonmaterial loss will not be reported and any unbillable revenues will not be credited to <customer_short_name>. When it is known that there has been a material loss, actual message and minute volumes should be reported if possible. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the Section 5.3.1.1 below. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

5.3.1.1 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the week for eight (8) weeks preceding the week in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

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

5.3.3 BellSouth shall notify <customer_short_name> in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow <customer_short_name> to analyze the data supporting BellSouth's estimate of revenue due to <customer_short_name>.

6. **OPTIONAL DAILY USAGE FILE**

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

6.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the ODUF.

- 6.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <customer_short_name> customer.
- 6.4 Charges for the ODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the ODUF rates that are in effect at the end of the previous month.
- 6.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 6.7 The following specifications shall apply to the ODUF feed.
 - 6.7.1 ODUF Messages to be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
 - 6.7.1.1.1 Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.7.1.1.2 Measured Local
 - 6.7.1.1.3 Directory Assistance messages
 - 6.7.1.1.4 IntraLATA Toll
 - 6.7.1.1.5 WATS and 800 Service
 - 6.7.1.1.6 N11
 - 6.7.1.1.7 Information Service Provider Messages
 - 6.7.1.1.8 Operator Services Messages
 - 6.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 6.7.1.1.10 Credit/Cancel Records

- 6.7.1.1.11 Usage for Voice Mail Message Service
- 6.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.
- 6.7.1.4 In the event that <customer_short_name> detects a duplicate on ODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.7.2 ODUF Physical File Characteristics
 - 6.7.2.1 ODUF will be distributed to <customer_short_name> via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 6.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission as set forth in Section 4.10.1 above.
 - 6.7.2.3 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 6.7.3 ODUF Packing Specifications
 - 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
 - 6.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO that is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.

- 6.7.3.3 The data will be packed using ATIS EMI records.
- 6.7.4 ODUF Pack Rejection
 - 6.7.4.1 <customer_short_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used.
<customer_short_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer_short_name> by BellSouth.
- 6.7.5 ODUF Control Data
 - 6.7.5.1 <customer_short_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer_short_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer_short_name> for reasons stated in the above Section.
- 6.7.6 ODUF Testing
 - 6.7.6.1 Upon request from <customer_short_name>, BellSouth shall send ODUF test files to <customer_short_name>. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that <customer_short_name> set up a production (live) file. The live test may consist of <customer_short_name>'s employees making test calls for the types of services <customer_short_name> requests on ODUF. These test calls are logged by <customer_short_name>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.
- 7. ACCESS DAILY USAGE FILE**
 - 7.1 Upon written request from <customer_short_name>, BellSouth will provide the Access Daily Usage File (ADUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this Section.
 - 7.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of ADUF.
 - 7.3 ADUF will contain access messages associated with a port that <customer_short_name> has purchased from BellSouth

- 7.4 Charges for ADUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the ADUF rates that are in effect at the end of the previous month.
- 7.5 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 7.6 ADUF Messages To Be Transmitted
- 7.6.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
- 7.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 7.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 7.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to <customer_short_name>.
- 7.6.3 In the event that <customer_short_name> detects a duplicate on ADUF they receive from BellSouth, <customer_short_name> will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.6.4 ADUF Physical File Characteristics
- 7.6.4.1 ADUF will be distributed to <customer_short_name> via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 7.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission as set forth in Section 4.10.1 above.

- 7.6.4.3 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.
- 7.6.5 ADUF Packing Specifications
- 7.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 7.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data.
- 7.6.5.3 The data will be packed using ATIS EMI records. as quickly as technically possible
- 7.6.6 ADUF Pack Rejection
- 7.6.6.1 <customer_short_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. <customer_short_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer_short_name> by BellSouth.
- 7.6.7 ADUF Control Data
- 7.6.7.1 <customer_short_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer_short_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer_short_name> for reasons stated in the above Section.
- 7.6.8 ADUF Testing
- 7.6.8.1 Upon request from <customer_short_name>, BellSouth shall send a test file of generic data to <customer_short_name> via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

8. ENHANCED OPTIONAL DAILY USAGE FILE

- 8.1 Upon written request from <customer_short_name>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this Section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 8.2 <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the EODUF.
- 8.3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 8.4 Charges for delivery of the EODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer_short_name> will be billed at the EODUF rates that are in effect at the end of the previous month.
- 8.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 8.6 Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.
- 8.7 The following specifications shall apply to the EODUF feed.
 - 8.7.1 Usage To Be Transmitted
 - 8.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:
 - 8.7.1.1.1 Customer usage data for flat rated local call originating from <customer_short_name>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 8.7.1.1.1.1 Date of Call
 - 8.7.1.1.1.2 From Number
 - 8.7.1.1.1.3 To Number
 - 8.7.1.1.1.4 Connect Time

- 8.7.1.1.1.5 Conversation Time
- 8.7.1.1.1.6 Method of Recording
- 8.7.1.1.1.7 From RAO
- 8.7.1.1.1.8 Rate Class
- 8.7.1.1.1.9 Message Type
- 8.7.1.1.1.10 Billing Indicators
- 8.7.1.1.1.11 Bill to Number
- 8.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.
- 8.7.1.3 In the event that <customer_short_name> detects a duplicate on EODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message (<customer_short_name> will not return the duplicate to BellSouth).
- 8.7.2 Physical File Characteristics
- 8.7.2.1 The EODUF feed will be distributed to <customer_short_name> over their existing ODUF feed. The EODUF messages will be intermingled among <customer_short_name>'s ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 8.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <customer_short_name> for the purpose of data transmission. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit, overseeing its installation 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 successfully ongoing will be the responsibility of <customer_short_name>. Where a dial-up facility will be 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> will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on <customer_short_name>'s end for the purpose of data transmission will be the responsibility of <customer_short_name>.

8.7.3 Packing Specifications

- 8.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 8.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.
- 8.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Alabama												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.007037											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.000113											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.000011											
	ODUF: Message Processing, per message					0.004101											
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - Florida												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.001656											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000071											
	ODUF: Message Processing, per message					0.002146											
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - Georgia												Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.001713									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013027									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000068									
	ODUF: Message Processing, per message					0.002167									
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - Kentucky												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.001857											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012447											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000136											
	ODUF: Message Processing, per message					0.002506											
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - Louisiana												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.007983											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012681											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000117											
	ODUF: Message Processing, per message					0.004641											
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - Mississippi												Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.008087										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/CMDS - North Carolina												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.01435											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0003											
	ODUF: Message Processing, per message					0.0032											
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - South Carolina												Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.008061									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000216									
	ODUF: Message Processing, per message					0.004704									
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - Tennessee												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l	
												OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.0158054											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001387											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000044											
	ODUF: Message Processing, per message					0.0027366											
	ODUF: Message Processing, per Magnetic Tape provisioned					52.75											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The attached Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements and associated remedies or enforcement mechanisms (including SEEMs measures and payments) currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments), such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) shall supersede the SQM contained in this Agreement. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 2.00**

Issue Date: July 1, 2003

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and their Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Florida PSC.

This document is intended for use by someone with knowledge of the telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <http://pmap.bellsouth.com> in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<http://pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the

¹Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the SQM and Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

Business Rules

The average response interval for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8:00 a.m. until 9:00 p.m., Monday through Friday.

Calculation

Response Interval = (a - b)

- a = Date and Time of Legacy Response
- b = Date and Time of Legacy Request

Average Response Interval = c / d

- c = Sum of Response Intervals
- d = Number of Legacy Requests During the Reporting Period

Percent within Interval = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period.
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

Relating to BellSouth Performance

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.
- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

SQM Analog/Benchmark

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

SEEM Measure

SEEM	Tier I	Tier II	Tier III
Yes		X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve

telephone numbers. CLECs and BellSouth query this legacy system.

- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

SEEM Analog/Benchmark

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

OSS-2: OSS Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following:

- Application/Interface application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.
- Loss of Functionality outages are defined as:
 - A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Availability (Pre-Ordering/Ordering) = $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

Relating to BellSouth Performance

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface..... >= 99.5%

(See Appendix D: Tables for SQM OSS Availability)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface..... >= 99.5%

(See Appendix D: Tables for SEEM OSS Availability)

OSS-3: OSS Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC-impacting trouble caused by factors outside of BellSouth’s purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Availability (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

Relating to BellSouth Performance

- Availability of BellSouth TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for OSS Availability (M&R))

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability (M&R))

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
 - d = Number of Queries Submitted in the Reporting Period
- where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Average Interval = (e / f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- CLEC Transaction Intervals

Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface..... Parity with Retail

(See Appendix D: Tables for Legacy System Access Times for M&R)

Note: BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Region Level, Per OSS Interface Parity with Retail

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically
- Designated Holidays are excluded from the interval calculation
- Weekends are excluded from the interval calculation
- Canceled Inquiries

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via E-mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 – <=1 day
 - >1 – <= 2 days
 - >2 – <= 3 days
 - 0 - <= 3 days
 - >3 – <= 6 days
 - >6 – <= 10 days
 - > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

Relating to BellSouth Performance

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Loops..... Benchmark: 95% <= 3 Business Days

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Loops..... Benchmark: 95% <= 3 Business Days

SEEM Analog/Benchmark

PO-2: Loop Makeup - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries
- Canceled Requests

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENSs will be reflected in the results for the TAG interface.

Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time the LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUS:
 - 0 – <= 1 minute
 - >1 – <= 5 minutes
 - 0 - <= 5 minutes
 - > 5 – <= 8 minutes
 - > 8 – <= 15 minutes

- > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Loop Benchmark: 95% <= 1 Minute

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Loop..... 95% <= 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval and percent within the interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance
- Manually Submitted LSRs

Business Rules

The process includes EDI and TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time Messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals for returned acknowledgements
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, for which Acknowledgement Notices were returned in the Reporting Period.

Percent within Interval = (e / f) X 100

- e = Total number of electronically submitted messages/LSRs received, from CLEC via EDI or TAG respectively, in the Reporting Period.
- f = Total number of electronically submitted messages/LSRs acknowledged in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – <= 10 minutes
 - > 10 – <= 20 minutes
 - > 20 – <= 30 minutes
 - 0 – <= 30 minutes
 - > 30 – <= 45 minutes
 - > 45 – <= 60 minutes

- > 60 – <= 120 minutes
- > 120 minutes
- Average interval for electronically submitted LSRs in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SEEM Analog/Benchmark

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the “Aggregator”, however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior

Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification
 - CLEC Caused System Fallout
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark^a

- Residence Benchmark: 95%
- Business Benchmark: 90%
- UNE - Loops Benchmark: 85%
- UNE-P Benchmark: 90%
- LNP Benchmark: 85%

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark^a

- Residence Benchmark: 95%
- Business Benchmark: 90%
- UNE - Loops Benchmark: 85%
- UNE-P Benchmark: 90%
- LNP Benchmark: 85%

^a Benchmarks do not apply to the "Percent Achieved Flow-Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identities and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the

Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification

- CLEC Errors
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark^a
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE - Loops	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP	Benchmark: 85%

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	Benchmark: 95%
• Business	Benchmark: 90%
• UNE- Loops	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP	Benchmark: 85%

^a Benchmarks do not apply to the "Percent Achieved Flow-Through."

Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received
- Total Number of Errors by Type (by Error Code)
 - CLEC caused error

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type (by Error Code)
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- Not Applicable..... Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
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No.....		
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SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs Submitted Manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience

- Report Month
- Record of LSRs Received by CC, PON and Ver
- Record of Timestamp, Type, Err # and Note or Error Description for Each LSR by CC, PON and Ver

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Not Applicable..... Not Applicable

SEEM Measure

SEEM	Tier I	Tier II
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No.....		
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SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- LSRs identified as “Projects”

Business Rules

Fully Mechanized: An LSR/Service Request is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG or LAUTO because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Percent Rejected Service Requests = (a / b) X 100

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State

- Region
- Product Specific percent Rejected
- Total percent Rejected

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

Mechanized, Partially Mechanized and Non-Mechanized

- Resale – Residence Diagnostic
- Resale - Business
- Resale – Design (Special)
- Resale PBX
- Resale Centrex
- Resale ISDN
- LNP (Standalone)
- INP (Standalone)
- 2W Analog Loop Design
- 2W Analog Loop Non-Design
- 2W Analog Loop with INP Design
- 2W Analog Loop with INP Non-Design
- 2W Analog Loop with LNP Design
- 2W Analog Loop with LNP Non-Design
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
- UNE Combination Other
- UNE ISDN Loop
- UNE Other Design
- UNE Other Non-Design
- UNE Line Splitting
- EELs
- Switch Ports
- UNE xDSL (ADSL, HDSL, UCL)
- Line Sharing
- Local Interoffice Transport
- Local Interconnection Trunks

SEEM Measure

SEEM	Tier I	Tier II
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No.....		
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SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete. When there are multiple rejects on a single version of an LSR, the first reject issued is used for the calculation of the interval duration.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 PM until 8:00 AM
From 4:30 PM Friday until 8:00 AM Monday

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI translator, or TAG.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 4 minutes
 - > 4 - <= 8 minutes
 - > 8 - <= 12 minutes
 - > 12 - <= 60 minutes
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 10 hours
 - 0 - <= 10 hours
 - > 10 - <= 18 hours
 - 0 - <= 18 hours
 - > 18 - <= 24 hours
 - > 24 hours
- Non-mechanized:
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - 0 - <= 24 hours
 - > 24 hours
- Trunks:

0 - <= 36 hours

> 36 hours

- Average Interval is reported in business hours.

Data Retained

Relating to CLEC Experience

- Report Month
- Reject Interval
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Resale – Residence Fully Mechanized: 97% <= 1 Hour
- Resale – Business Partially Mechanized: 95% <= 10 Hours
- Resale – Design (Special)..... Non Mechanized: 95% <= 24 Hours
- Resale PBX
- Resale Centrex
- Resale ISDN
- LNP (Standalone)
- INP (Standalone)
- 2W Analog Loop Design
- 2W Analog Loop Non-Design
- 2W Analog Loop with INP Design
- 2W Analog Loop with INP Non-Design
- 2W Analog Loop with LNP Design
- 2W Analog Loop with LNP Non-Design
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
- UNE Combination Other
- UNE ISDN Loop
- UNE Other Design
- UNE Other Non-Design
- UNE Line Splitting
- EELs
- Switch Ports
- UNE xDSL (ADSL, HDSL, UCL)
- Line Sharing
- Local Interoffice Transport
- Local Interconnection Trunks..... Trunks: 95% <= 36 Hours

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	97% <= 1 hour
• Partially Mechanized.....	95% <= 10 hours
• Non-Mechanized.....	95% <= 24 hours
• Local Interconnection Trunks.....	95% <= 36 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR or ASR to distribution of a Firm Order Confirmation. The interval will include an electronic facilities check.

Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

For ASRs processed in the Local Interconnection Service Center (LISC) - From 4:30 PM All hours outside of Monday – Friday 8:00 AM – 4:30 PM CST, should be excluded.

The hours excluded will be altered to reflect changes in the Center operating hours. The Centers will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI translator, or TAG.

Non-Mechanized: The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

Note: When multiple FOCs occur on a single version of an LSR, the first FOC is used to measure the interval.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

Average FOC Interval = (c / d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e / f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - > 15 - <= 30 minutes
 - > 30 - <= 45 minutes
 - > 45 - <= 60 minutes
 - > 60 - <= 90 minutes
 - > 90 - <= 120 minutes
 - > 120 - <= 180 minutes
 - 0 - <= 3 hours
 - > 3 - <= 6 hours
 - > 6 - <= 12 hours
 - > 12 - <= 24 hours
 - > 24 - <= 48 hours
 - > 48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 10 hours
 - 0 - <= 10 hours
 - > 10 - <= 18 hours
 - 0 - <= 18 hours
 - > 18 - <= 24 hours
 - > 24 - <= 48 hours
 - > 48 hours
- Non-mechanized:
 - 0 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - 0 - <= 24 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - > 24 - <= 36 hours
 - 0 - <= 36 hours

- > 36 - <= 48 hours
- > 48 hours
- Trunks:
 - 0 - <= 48 hours
 - > 48 hours
- Average Interval is reported in business hours

Data Retained

Relating to CLEC Experience

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|--------------------------------------|---------------------------------------|
| • Resale – Residence | Fully Mechanized: 95% <= 3 Hours |
| • Resale – Business | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special)..... | Non-Mechanized: 95% <= 24 Hours |
| • Resale PBX | |
| • Resale Centrex | |
| • Resale ISDN | |
| • LNP (Standalone) | |
| • INP (Standalone) | |
| • 2W Analog Loop Design | |
| • 2W Analog Loop Non-Design | |
| • 2W Analog Loop with INP Design | |
| • 2W Analog Loop with INP Non-Design | |
| • 2W Analog Loop with LNP Design | |
| • 2W Analog Loop with LNP Non-Design | |
| • UNE Digital Loop < DS1 | |
| • UNE Digital Loop >= DS1 | |
| • UNE Loop + Port Combinations | |
| • UNE Combination Other | |
| • UNE ISDN Loop | |
| • UNE Other Design | |
| • UNE Other Non-Design | |
| • UNE Line Splitting | |
| • EELs | |
| • Switch Ports | |
| • UNE xDSL (ADSL, HDSL, UCL) | |
| • Line Sharing | |
| • Local Interoffice Transport | |
| • Local Interconnection Trunks..... | Trunks: 95% <= 48 Hours |

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Fully Mechanized 95% ≤ 3 Hours
- Partially Mechanized..... 95% ≤ 10 Hours
- Non-Mechanized..... 95% ≤ 24 Hours
- Local Interconnection Trunks..... 95% ≤ 48 Hours

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00 PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Business Rules

This measurement combines four intervals:

1. From receipt of a valid Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of a valid SI/LSR in the LCSC to Firm Order Confirmation.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

FOC Timeliness Interval with SI = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c / d)

- c = Sum of all FOC Timeliness Intervals with SI
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region

¹See O-9 for FOC Timeliness

- Intervals
 - 0 – <= 3 days
 - > 3 – <= 5 days
 - 0 – <= 5 days
 - > 5 – <= 7 days
 - > 7 – <= 10 days
 - > 10 – <= 15 days
 - > 15 days
- Average Interval measured in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Requests
- SI Intervals
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- xDSL (includes UNE unbundled ADSL, HDSL and 95% Returned <= 5 Business Days
UNE Unbundled Copper Loops)
- Unbundled Interoffice Transport

SQM Analog/Benchmark

SEEM Measure

SEEM	Tier I	Tier II
No.....		

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Not Applicable..... Not Applicable

SEEM Analog/Benchmark

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Fatal Rejects
- LSRs identified as “Projects”

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

For CLEC Results:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Firm Order Confirmation / Reject Response Completeness = $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of rejects

- Total Number of ASRs (Trunks)
- Total Number of FOCs

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	95% Returned
• Resale Business	
• Resale Design (Special)	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop with INP Design	
• 2W Analog Loop with INP Non-Design	
• 2W Analog Loop with LNP Design	
• 2W Analog Loop with LNP Non-Design	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
• UNE Combination Other	
• UNE ISDN Loop	
• UNE Other Design	
• UNE Other Non-Design	
• UNE Line Splitting	
• EELs	
• Switch Ports	
• UNE xDSL (ADSL, HDSL, UCL)	
• Line Sharing	
• Local Interoffice Transport	
• Local Interconnection Trunks	

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	95% Returned
• Partially Mechanized	
• Non-Mechanized	
• Local Interconnection Trunks	

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Mechanized Tracking Through LCSC Automatic Call Distributor

Relating to BellSouth Performance

- Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

Aggregate

- CLEC – Local Carrier Service Center Parity with Retail (Business Service Center)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- CLEC - Local Carrier Service Center..... Parity with Retail (Business Service Center)

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T
- Disconnect (D) & From (F) orders
- Orders with Appointment Code of 'A', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order and identifying all orders that have been reported as completed in SOCS after the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all Past Due Orders Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = $(c / d) \times 100$

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Order Submission Date (TICKET_ID)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date
- Committed Due Date
- Service Type
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|---|--|
| • Resale Residence | Retail Residence |
| • Resale Business | Retail Business |
| • Resale Design | Retail Design |
| • Resale PBX | Retail PBX |
| • Resale Centrex..... | Retail Centrex |
| • Resale ISDN | Retail ISDN |
| • LNP (Standalone) | Retail Residence and Business (POTS) |
| • INP (Standalone) | Retail Residence and Business (POTS) |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with LNP - Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP-Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with INP-Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |

- UNE Digital Loop < DS1 Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
 - Dispatch In..... - Dispatch
 - Switch Based..... - Switched Based
- UNE Switch Ports..... Retail Residence and Business (POTS)
- UNE Combo Other Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ADSL Provided to Retail
- UNE ISDN (Includes UDC) Retail ISDN - BRI
- UNE Line Sharing ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport)..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks..... Parity with Retail
- UNE Line Splitting ADSL to Retail
- EELs Retail DS1/DS3

SEEM Measure

SEEM	Tier I	Tier II
No.....		

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Not Applicable..... Not Applicable