

- 2.1.10 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
 - 2.1.11 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
 - 2.1.12 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
 - 2.1.13 **Local Traffic** is as defined in Section 7 of this Attachment.
 - 2.1.14 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Cypress
 - 2.1.15 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
 - 2.1.16 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
 - 2.1.17 **Transit Traffic** is traffic originating on Cypress's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Cypress's network.
- 3. NETWORK INTERCONNECTION**
- 3.1 This Attachment pertains only to the provision of network interconnection where Cypress owns, leases from a third party or otherwise provides its own switch(es).
 - 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
 - 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way

interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

- 3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

- 3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

- 3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Cypress elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Cypress and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Cypress's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Cypress Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Cypress, BellSouth shall allow Cypress access to the fusion splice point for the Fiber Meet point for maintenance purposes on Cypress's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Cypress shall be billed for a mixed use of the Local Channel using the actual traffic Cypress elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and Cypress shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Cypress shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Cypress's originated Local

Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Cypress desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Cypress has established interconnection trunk groups, Cypress shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

- 4.2.1 Notwithstanding the forgoing, Cypress shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Cypress has homed (i.e. assigned) its NPA/NXXs. Cypress shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Cypress shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Cypress's NXX access tandem homing arrangement as specified by Cypress in the LERG.
- 4.4 Any Cypress interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Cypress from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Cypress to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Cypress are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Cypress shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Cypress is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free

ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Cypress's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Cypress shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, Cypress's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Cypress and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Cypress and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cypress desires to exchange traffic. This trunk group also carries Cypress originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Cypress. Other trunk groups for operator services, directory assistance,

emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Cypress-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Cypress End-Users. A two-way trunk group provides Intratandem Access for Cypress's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Cypress and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cypress desires to exchange traffic. This trunk group also carries Cypress originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Cypress. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Cypress and BellSouth. In addition, a separate two-way transit trunk group must be established for Cypress's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Cypress and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cypress desires to exchange traffic. This trunk group also carries Cypress originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Cypress. However, where Cypress is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is

requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Cypress's Transit Traffic are exchanged on a single two-way trunk group between Cypress and BellSouth to provide Intratandem Access to Cypress. This trunk group carries Transit Traffic between Cypress and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cypress desires to exchange traffic. This trunk group also carries Cypress originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Cypress. However, where Cypress is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 Where Cypress does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Cypress may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Cypress must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Cypress's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Cypress must also establish an interconnection trunk group(s) at all BellSouth access tandems where Cypress NXXs are homed as described in Section 4.2.1 above. If Cypress does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Cypress can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Cypress's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Cypress does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Cypress may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched

access traffic originated by or terminated to Cypress will be delivered to and from IXCs based on Cypress's NXX access tandem homing arrangement as specified by Cypress in the LERG.

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

4.10.1.5.4 To the extent Cypress does not purchase MTA in a LATA served by multiple access tandems, Cypress must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Cypress routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Cypress shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows Cypress to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Cypress-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Cypress must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Cypress may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Cypress may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Cypress does not choose to establish an interconnection trunk group(s). It is Cypress's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Cypress's codes. Likewise, Cypress shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Cypress must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Cypress has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error

will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

- 4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Cypress has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

- 4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

- 4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Cypress and BellSouth.

- 4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Cypress's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Cypress to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

- 4.10.4.1.1 If Cypress chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Cypress originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.4.1.2 Cypress may choose to perform its own Toll Free database queries from its switch. In such cases, Cypress will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Cypress will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Cypress will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Cypress shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Cypress will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Cypress's network but that are connected to BellSouth's access tandem.
- 4.10.5 All post-query Toll Free calls for which Cypress performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Cypress chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Cypress switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and Cypress will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Cypress will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, Cypress shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Cypress's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Cypress-to-BellSouth one-way trunks (Cypress Trunks), BellSouth-to-Cypress one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall

mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Cypress location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, Cypress shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Cypress shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.8 **Trunk Utilization**
- 5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Cypress shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and Cypress shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.8.1.1 BellSouth's CISC will notify Cypress of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cypress interface. Cypress will provide concurrence with the disconnection in seven (7) business days or will provide specific information

supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Cypress expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Cypress to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Cypress. The due date of these orders will be four weeks after Cypress was first notified in writing of the underutilization of the trunk groups.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 5.8.3 For the two-way trunk groups, BellSouth and Cypress shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Cypress shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.8.3.1 BellSouth's LISC will notify Cypress of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cypress interface. Cypress will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Cypress expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Cypress to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Cypress will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Cypress was first notified in writing of the underutilization of the trunk groups.
- 5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk

groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

- 6.1 BellSouth and Cypress shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

- 7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Cypress agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Cypress that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Cypress further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Cypress that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 7.1.8 If Cypress assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Cypress End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Cypress customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Cypress agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Cypress at BellSouth's switched access tariff rates.
- 7.2 If Cypress does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Cypress NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Cypress can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.
- 7.3 **Jurisdictional Reporting**
- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or

ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Cypress. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of

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

7.4 Compensation for 8XX Traffic

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

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Cypress requires interconnection from Cypress to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Cypress shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Cypress desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 Mutual Provision of Switched Access Service

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched

Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.5.2 If the BellSouth End User chooses Cypress as their presubscribed interexchange carrier, or if the BellSouth End User uses Cypress as an interexchange carrier on a 101XXXX basis, BellSouth will charge Cypress the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.5.4 When Cypress's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Cypress as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When Cypress's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Cypress, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 Cypress agrees not to deliver switched access traffic to BellSouth for termination except over Cypress ordered switched access trunks and facilities.
- 7.6 **Transit Traffic**
- 7.6.1 BellSouth shall provide tandem switching and transport services for Cypress's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Cypress and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Cypress and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Cypress is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Cypress. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Cypress shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. **FRAME RELAY SERVICE INTERCONNECTION**

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Cypress's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Cypress is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Cypress and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Cypress have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Cypress may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request,

and within 90 days, if BellSouth notifies Cypress that it has found that this method does not adequately represent the PLCU.

- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Cypress will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Cypress will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Cypress's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Cypress will pay, the total nonrecurring and recurring charges for the NNI port. Cypress will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Cypress's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the Cypress and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Cypress orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Cypress Frame Relay switch, BellSouth will invoice, and Cypress will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Cypress Frame Relay switches. If the VC is a Local VC, Cypress will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Cypress for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Cypress subscriber's PVC segment and a PVC segment from the Cypress Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Cypress will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment

between the BellSouth and Cypress Frame Relay switches. If the VC is a Local VC, Cypress will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Cypress for the PVC segment.

- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If Cypress requests a change, BellSouth will invoice and Cypress will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Cypress will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 Cypress will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

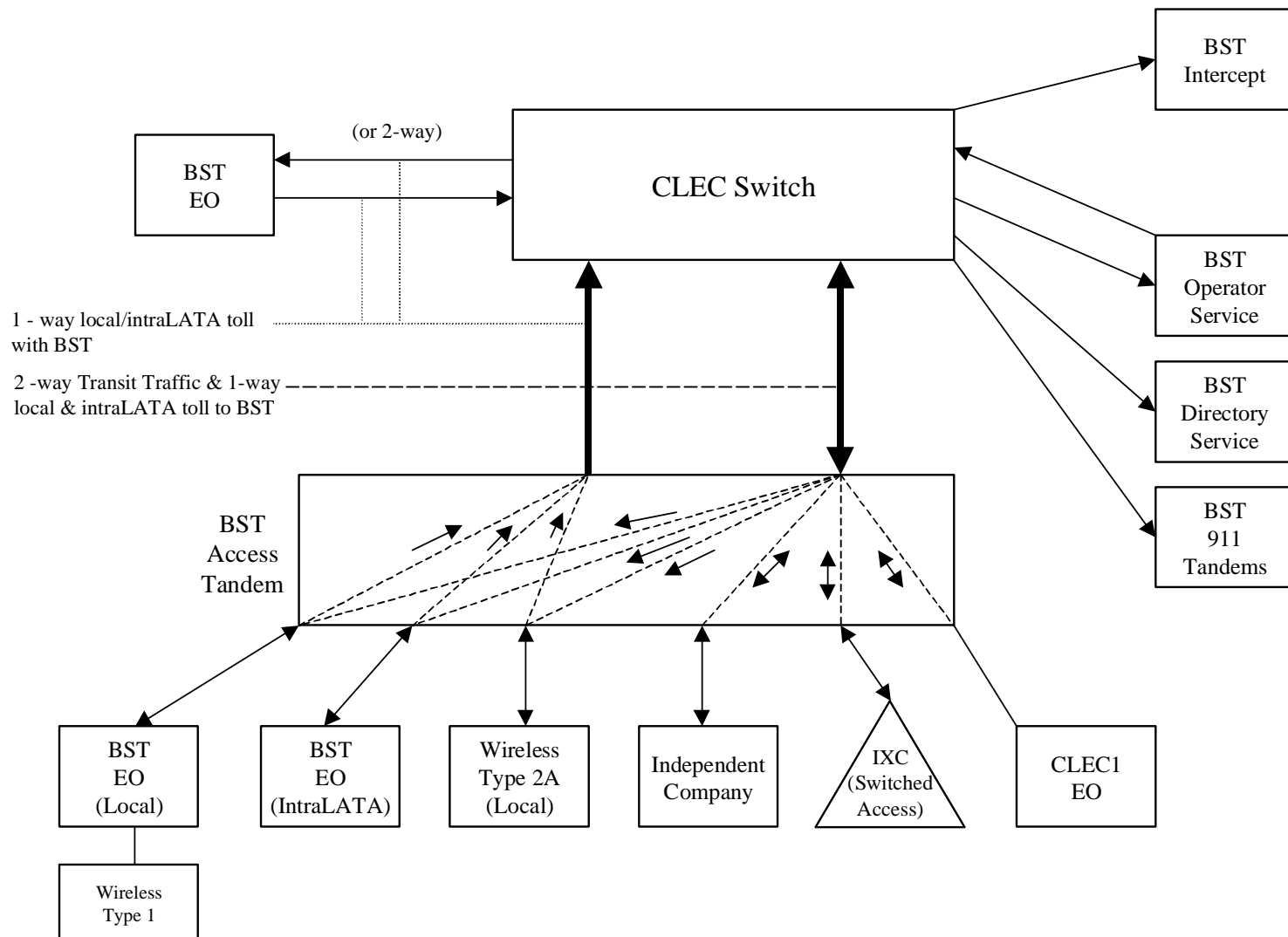


Exhibit C

One-Way Architecture

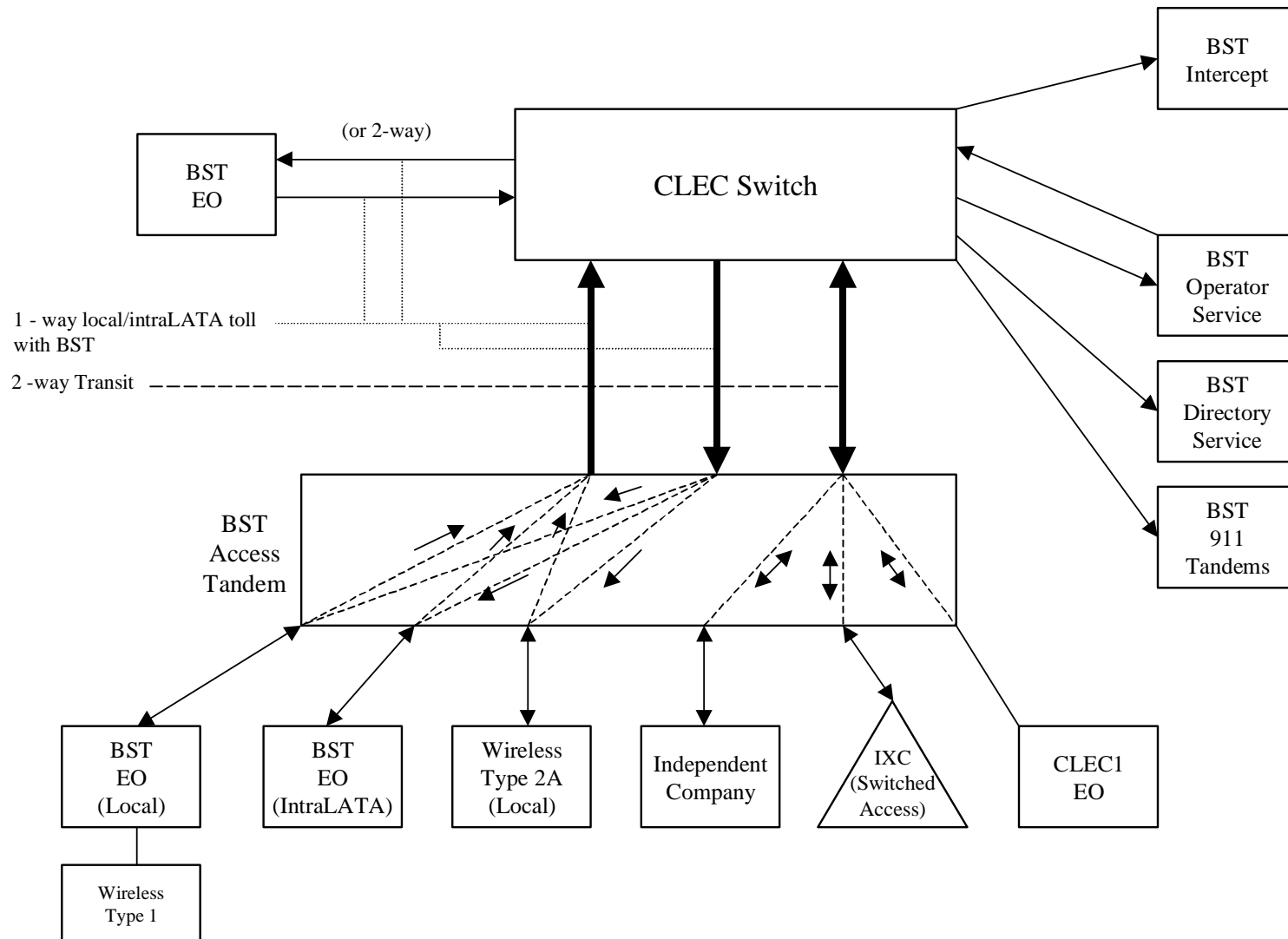


Exhibit D

Two-Way Architecture

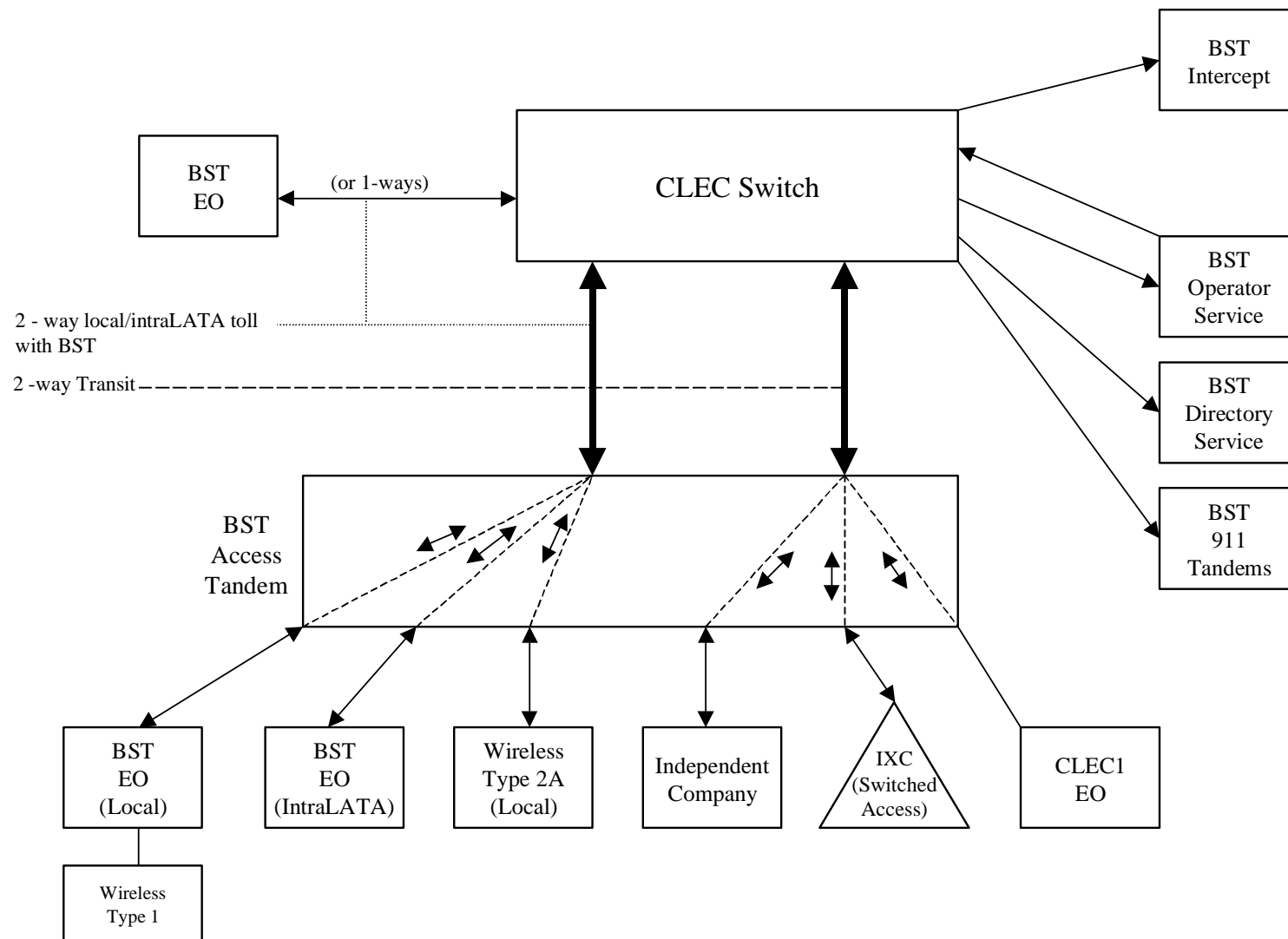
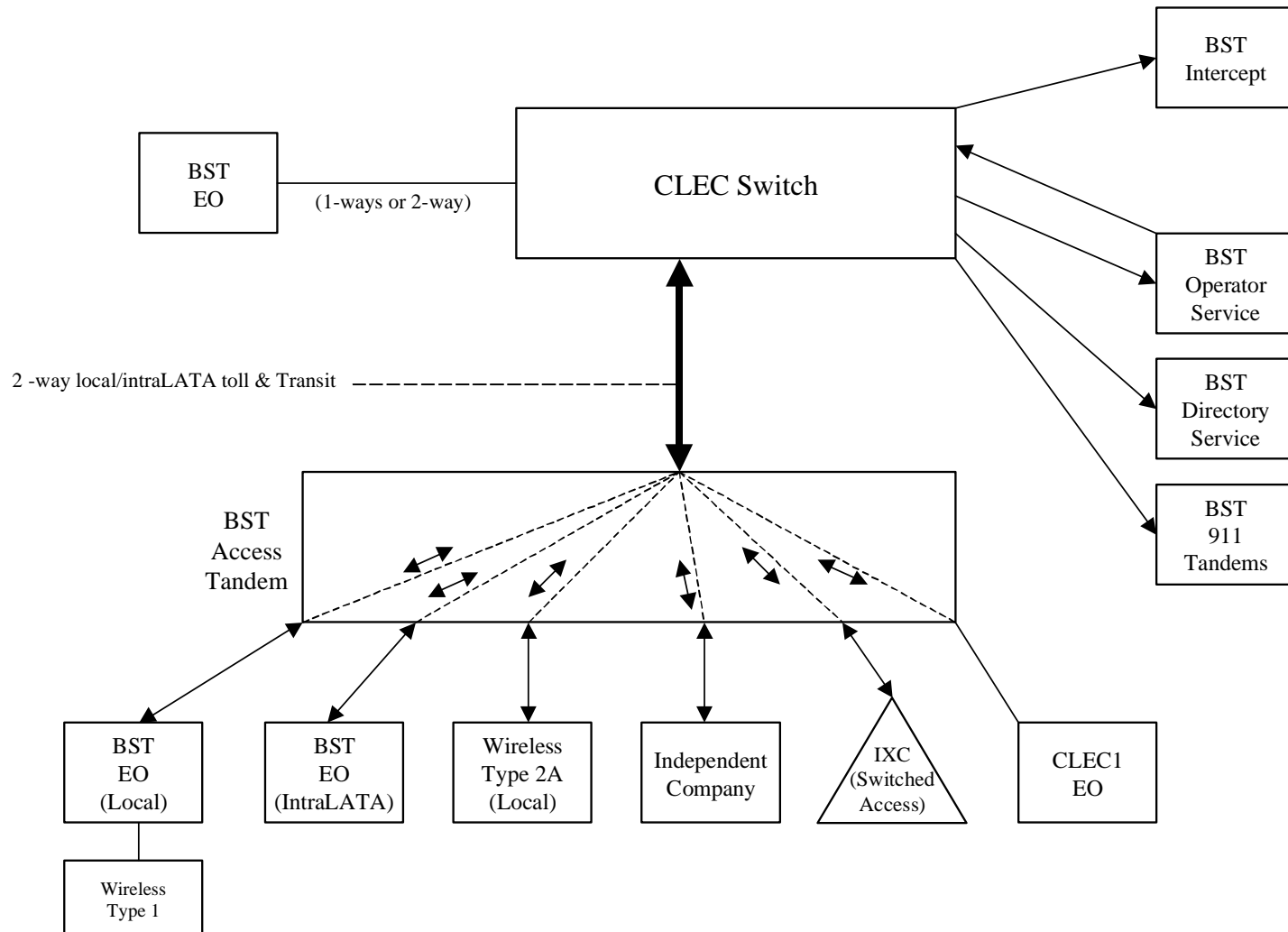


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
					OHD		0.000498bk									
					Multiple Tandem Switching, per MOU (applies to intial tandem only)		0.000498									
					Tandem Intermediary Charge, per MOU*		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
					Installation Trunk Side Service - per DS0			21.56	8.12							
					Dedicated End Office Trunk Port Service-per DS0**			0.00								
					Dedicated End Office Trunk Port Service-per DS1**			0.00								
					Dedicated Tandem Trunk Port Service-per DS0**			0.00								
					Dedicated Tandem Trunk Port Service-per DS1**			0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
					Common Transport - Per Mile, Per MOU			0.0000023bk								
					Common Transport - Facilities Termination Per MOU			0.0003224bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
					Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			0.008838								
					Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			21.13	40.54	27.41	16.74	6.90				
					Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			0.008838								
					Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			15.12	40.54	27.41	16.74	6.90				
					Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			0.008838								
					Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			15.12	40.54	27.41	16.74	6.90				
					Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			0.18								
					Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			60.16	89.27	81.81	16.35	14.44				
					Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			4.09								
					Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			703.52	278.75	162.76	60.20	58.46				
LOCAL CHANNEL - DEDICATED TRANSPORT																
					Local Channel - Dedicated - 2-Wire Voice Grade per month			13.97	193.10	33.17	36.64	3.20				
					Local Channel - Dedicated - 4-Wire Voice Grade per month			14.93	193.53	33.60	37.11	3.67				
					Local Channel - Dedicated - DS1 per month			35.76	177.47	153.72	22.19	15.26				
					Local Channel - Dedicated - DS3 Facility Termination per month			416.54	451.52	263.94	119.49	83.58				
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
					Local Channel - Dedicated - DS1 per month			0.00	0.00							
					Local Channel - Dedicated - DS3 per month			0.00	0.00							
MULTIPLEXERS																
					Channelization - DS1 to DS0 Channel System			101.06	91.04	62.57	10.54	9.79				
					DS3 to DS1 Channel System per month			166.13	178.14	93.97	33.26	31.63				
					DS3 Interface Unit (DS1 COCI) per month			12.70	6.58	4.72						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Florida											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
						OHD		0.0006019bk								
						Multiple Tandem Switching, per MOU (applies to initial tandem only)		0.0006019								
						Tandem Intermediary Charge, per MOU*		0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
						Installation Trunk Side Service - per DS0		TPP++		21.73	8.19					
						Dedicated End Office Trunk Port Service-per DS0**		TDE0P	0.00							
						Dedicated End Office Trunk Port Service-per DS1**		OH1 OH1MS	0.00							
						Dedicated Tandem Trunk Port Service-per DS0**		TDW0P	0.00							
						Dedicated Tandem Trunk Port Service-per DS1**		OH1 OH1MS	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
						Common Transport - Per Mile, Per MOU		OHD	0.0000035bk							
						Common Transport - Facilities Termination Per MOU		OHD	0.0004372bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
						Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		OHL, OHM	1L5NF	0.0091						
						Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month		OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03		
						Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		OHL, OHM	1L5NK	0.0091						
						Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03		
						Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		OHL, OHM	1L5NK	0.0091						
						Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03		
						Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month		OH1, OH1MS	1L5NL	0.1856						
						Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month		OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05		
						Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month		OH3, OH3MS	1L5NM	3.87						
						Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month		OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56		
LOCAL CHANNEL - DEDICATED TRANSPORT																
						Local Channel - Dedicated - 2-Wire Voice Grade per month		OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00		
						Local Channel - Dedicated - 4-Wire Voice Grade per month		OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33		
						Local Channel - Dedicated - DS1 per month		OH1	TEFHG	36.49	216.65	183.54	24.30	16.95		
						Local Channel - Dedicated - DS3 Facility Termination per month		OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84		
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
						Local Channel - Dedicated - DS1 per month		OH1MS	TEFHG	0.00	0.00					
						Local Channel - Dedicated - DS3 per month		OH3MS	TEFHJ	0.00	0.00					
MULTIPLEXERS																
						Channelization - DS1 to DS0 Channel System		OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49		
						DS3 to DS1 Channel System per month		OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07		
						DS3 Interface Unit (DS1 COCI) per month		OH1, OH1MS	SATCO	13.76	10.07	7.08				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Georgia										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
									</							

LOCAL INTERCONNECTION - Louisiana										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
									</							

LOCAL INTERCONNECTION - Tennessee										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates (\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0009778bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000064bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Cypress is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Cypress collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Cypress to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Cypress and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Cypress may contemplate a request for space sufficient to accommodate Cypress's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Cypress may contemplate a request for space sufficient to accommodate Cypress's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate Cypress's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Cypress's cost or materially delay Cypress's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Cypress wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e)

properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Cypress will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 Use of Space. Cypress shall use the Collocation Space for the purposes of installing, maintaining and operating Cypress's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Cypress may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Cypress agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from Cypress and at the Cypress's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Cypress.
- 2.1.1 The request from Cypress for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises.

CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Cypress and inform Cypress of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Cypress to collocate Cypress's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Cypress to have direct access to Cypress's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Cypress's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Cypress must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Cypress's expense, Cypress will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Cypress and Cypress's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Cypress's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Cypress and provide, at Cypress's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Cypress's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Cypress's BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cypress's BellSouth Certified Supplier. Cypress must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will

not access Cypress's locked enclosure prior to notifying Cypress at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Cypress.

- 3.2.1 BellSouth may elect to review Cypress's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Cypress of its desire to execute this review in BellSouth's response to the Initial Application, if Cypress has indicated its desire to construct its own enclosure. If Cypress's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Cypress's plans and specifications. Regardless of whether or not BellSouth elects to review Cypress's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Cypress's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cypress. BellSouth shall require Cypress to remove or correct within seven (7) calendar days, at Cypress's expense, any structure that does not meet Cypress's plans and specifications or BellSouth's Specifications, if applicable.
- 3.3 Shared Caged Collocation. Cypress may allow other telecommunications carriers to share Cypress's caged collocation arrangement, pursuant to the terms and conditions agreed to by Cypress (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Cypress. BellSouth shall be notified in writing by Cypress upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Cypress that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Cypress.
- 3.3.1 Cypress, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Cypress with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, Cypress shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional

- equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Cypress shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Cypress's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Cypress and must be in conformance with BellSouth's design and construction Specifications. Further, Cypress shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Cypress requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Cypress must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Cypress and Cypress's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Cypress's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cypress's BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cypress's BellSouth Certified Supplier. Cypress must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Cypress's locked enclosure prior to notifying Cypress at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.2 Cypress must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Cypress's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Cypress's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Cypress for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Cypress's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cypress. BellSouth shall require Cypress to remove or correct within seven (7) calendar days at Cypress's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 Cypress shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Cypress's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing. Cypress's BellSouth Certified Supplier shall be responsible, at Cypress's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Cypress to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Cypress's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Cypress is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Cypress must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Cypress. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Cypress's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged

- Collocation Spaces, Cypress may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Cypress shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Cypress shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Cypress is responsible for ensuring the integrity of the signal.
- 3.5.2 Cypress shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Cypress-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Cypress may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, Cypress must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Cypress.
- 4. Occupancy**
- 4.1 Occupancy. BellSouth will notify Cypress in writing when the Collocation Space is ready for occupancy (Space Ready Date). Cypress will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Cypress's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Cypress completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Cypress's acceptance of the Collocation Space (Space Acceptance Date). In the event that Cypress fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Cypress on the Space Ready Date and billing will commence from that date. If Cypress decides to occupy the space prior to the Space Ready Date, the date Cypress occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Cypress must notify BellSouth in writing that

collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Cypress's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Cypress may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Cypress and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cypress 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. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Cypress jointly conduct an inspection, which confirms that Cypress has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Cypress's right to occupy the Collocation Space in the event that Cypress fails to comply with any provision of this Agreement, including the payment of the applicable fees.

- 4.2.1 Upon termination of occupancy, Cypress, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Cypress shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Cypress's Guest(s), unless Cypress's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Cypress removal date. Cypress shall continue the payment of all monthly fees to BellSouth until the date that Cypress, and if applicable Cypress's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Cypress or Cypress's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Cypress or Cypress's Guest(s), in any manner that BellSouth deems fit, at Cypress's expense and with no liability whatsoever for Cypress's property or Cypress's Guest(s)'s property. Upon termination of Cypress's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Cypress shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Cypress, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Cypress's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. Cypress shall be

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

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Cypress's failure to comply with this Section.

5.1.3 Cypress shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Cypress submits an application for terminations that will exceed the total capacity of the collocated equipment, Cypress will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.2 Cypress shall notify BellSouth whenever Cypress submits a Method of Procedure (MOP) adding equipment to Cypress's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Cypress's Collocation Space. Cypress shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by Cypress to its RCM Representative.
- 5.3 Cypress shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 Cypress shall place a plaque or affix other identification (e.g., stenciling) to Cypress's equipment, in order for BellSouth to identify Cypress's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Cypress may elect to place Cypress-owned or Cypress-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Cypress will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Cypress will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Cypress's equipment in the Collocation Space. In the event Cypress utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Cypress must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Cypress is responsible for maintenance of the entrance facilities. At Cypress's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Cypress for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Cypress with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Cypress's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Cypress in the Application Response.

- 5.5.2 Shared Use. Cypress may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Cypress's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Cypress must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Cypress provided riser cable to the spare capacity on the entrance facility. If Cypress desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Cypress for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Cypress's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Cypress's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Cypress shall be responsible for providing, and Cypress's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Cypress or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Cypress's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Cypress-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Cypress shall be responsible for providing, and Cypress's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Cypress's Collocation Space and the demarcation point. Cypress or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that Cypress desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 Cypress's Equipment and Facilities. Cypress, or if required by this Attachment, Cypress's BellSouth Certified Supplier, is solely responsible for the design,

- engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Cypress which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Cypress and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Cypress's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Cypress at least forty-eight (48) hours before access to the Collocation Space is required. Cypress may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Cypress will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Cypress shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Cypress agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Cypress or Cypress's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Cypress and returned to BellSouth Access Management within fifteen (15) calendar days of Cypress's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Cypress agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Cypress's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Cypress ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Cypress's designated collocation arrangement location, after receipt of the BFFO without charge to Cypress. Cypress must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Cypress desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Cypress may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. In the event Cypress desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first

- accompanied free visit, BellSouth shall permit Cypress to access the Collocation Space accompanied by a security escort, at Cypress's expense. Cypress must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. Cypress shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Cypress shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Cypress shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Cypress violates the provisions of this paragraph, BellSouth shall provide written notice to Cypress, which shall direct Cypress to cure the violation within forty-eight (48) hours of Cypress's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Cypress fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to Cypress's equipment. BellSouth will endeavor, but is not required, to provide notice to Cypress prior to the taking of such action and BellSouth shall have no liability to Cypress for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Cypress fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the

Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Cypress or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Cypress is significantly degrading the performance of other advanced services or traditional voice band services, Cypress shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

- 5.12 Personalty and its Removal. Facilities and equipment placed by Cypress in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Cypress at any time. Any damage caused to the Collocation Space by Cypress's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Cypress at its sole expense. If Cypress decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Cypress a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall Cypress or any person acting on behalf of Cypress make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Cypress. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Cypress with an Application Response.
- 5.14 Janitorial Service. Cypress shall be responsible for the general upkeep of its Collocation Space. Cypress shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Cypress and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth

herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Cypress or Cypress's Guest(s) initial equipment placement, Cypress shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Cypress, which will be billed by BellSouth on the date that BellSouth provides Cypress with an Application Response.
- 6.3 Subsequent Application. In the event Cypress or Cypress's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Cypress shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Cypress in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Cypress for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Cypress with an Application Response.
- 6.4 Space Preferences. If Cypress has previously requested and received a Space Availability Report for the Premises, Cypress may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Cypress's preference(s), Cypress may accept the space allocated by BellSouth or cancel its application and submit another application

requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Cypress with an Application Response.

6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Cypress of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Cypress or space that is configured differently, no application fee will apply. If Cypress decides to accept the available space, Cypress must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Cypress resubmits its application, BellSouth will bill Cypress the appropriate application fee.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Cypress an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Cypress or space that is configured differently, if Cypress decides to accept the available space, Cypress must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Cypress of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Cypress or space that is configured differently, no application fee will apply. If Cypress decides to accept the available space, Cypress must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Cypress resubmits its application, BellSouth will bill Cypress the appropriate application fee.

- Denial of Application. If BellSouth notifies Cypress that no space is available (Denial of Application), BellSouth will not assess an application fee to Cypress. After notifying Cypress that BellSouth has no available space in the requested Premises, BellSouth will allow Cypress, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Cypress to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Cypress must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Cypress has originally requested caged Collocation Space and cageless Collocation Space becomes available, Cypress may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Cypress wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Cypress

may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Cypress does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Cypress from the waiting list. Upon request, BellSouth will advise Cypress as to its position on the waiting list.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Cypress to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Cypress submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of Cypress, or necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Cypress the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Cypress to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Cypress with an Application Response.

6.11 Bona Fide Firm Order.

- 6.11.1 Cypress shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Cypress's Bona Fide Application or Cypress's application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Cypress's BFFO. BellSouth will acknowledge the receipt of Cypress's BFFO within seven (7) calendar days of receipt, so that Cypress will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe

- that construction will be completed within the relevant timeframe and BellSouth and Cypress cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When Cypress adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Cypress's operation.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Cypress, when Cypress requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Cypress must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Cypress's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

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

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

7.1.4.6 If Cypress 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 Cypress 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 Cypress 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 highest 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 Cypress and BellSouth. If Cypress 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 would apply based on whether the augment request is for Cypress'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 Cypress at the time BellSouth provides Cypress with the Application Response. Cypress 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). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and Cypress will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Cypress during 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. Cypress will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Cypress that the Collocation Space is ready for occupancy. In the event Cypress fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Cypress on the Space Ready Date. BellSouth will correct any deviations to Cypress'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.

- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Cypress prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Cypress has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Cypress prior to the Provisioning Interval for those Premises in which Cypress has a physical collocation arrangement with a POT bay provided by Cypress or a virtual collocation arrangement, until Cypress provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Cypress-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Cypress'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 Cypress's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Cypress. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill Cypress a nonrecurring charge, as set forth in Exhibit B, each time Cypress requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Cypress.
- 7.6 Use of BellSouth Certified Supplier. Cypress shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Cypress and Cypress's BellSouth Certified Supplier must follow and comply with all of BellSouth's requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Cypress must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Cypress with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cypress'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 Cypress upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cypress's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Cypress or any supplier proposed by Cypress and will not unreasonably withhold certification. All

work performed by or for Cypress shall conform to generally accepted industry standards.

- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Cypress shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Cypress's Collocation Space. Upon request, BellSouth will provide Cypress with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cypress. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Cypress may relocate its existing virtual collocation arrangement(s) 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 outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Cypress, such information will be provided to Cypress in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Cypress within one hundred eighty (180) calendar days of BellSouth's written denial of Cypress's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Cypress was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Cypress 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. Cypress must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 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. Unless otherwise specified, BellSouth will

- complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Cypress an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Cypress.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, Cypress cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Cypress cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Cypress for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Cypress, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to 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 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Cypress.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Cypress. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Cypress.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Cypress's BFFO.
- 8.3 Recurring Charges. If Cypress has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Cypress fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Cypress occupies the space prior to the Space Ready Date, the date Cypress occupies the space

becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.4 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. Cypress 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 Cypress opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Cypress as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Cypress shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Cypress 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 Cypress's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Cypress shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Cypress's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Cypress's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Cypress's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Cypress certifying the completion of the power reduction, including the removal of the power cabling by Cypress's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Cypress's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Cypress's BellSouth Certified Supplier. Cypress is responsible for contracting with a BellSouth Certified Supplier for power distribution

- feeder cable runs from a BellSouth BDFB or BellSouth power board to Cypress's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Cypress must provide BellSouth with a copy of the engineering power specifications prior to the day on which Cypress's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Cypress's arrangement area. Cypress shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cypress's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Cypress shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.
- 8.6.2 If Cypress elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Cypress's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Cypress's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Cypress's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. 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 Cypress's option, Cypress may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Cypress's equipment or space enclosure. Cypress shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cypress's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Cypress's arrangement area.
- 8.6.4 In Alabama and Louisiana, Cypress has the option to purchase power directly from an electric utility company. Under such an option, Cypress 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 arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies

- and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Cypress. Cypress's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Cypress previously had power supplied by BellSouth, Cypress may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by Cypress in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, Cypress has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Cypress 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 arrangement, 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 Cypress. Cypress'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. Cypress must submit an application to BellSouth for the appropriate amount of Collocation Space that Cypress 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 Cypress'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. Cypress 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 Commission for the central office requested. Cypress would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If Cypress requests a reduction in the amount of power that BellSouth is currently providing, Cypress must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction 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.
- 8.6.7 In Alabama and Louisiana, if Cypress is 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, Cypress must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever Cypress or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit 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 Cypress shall pay for such half-hour charges in the event Cypress fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Cypress's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 Cypress 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-.
- 9.2 Cypress shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Cypress's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Cypress may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Cypress to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Cypress 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 Cypress's property has been removed from BellSouth's Premises, whichever period is longer. If Cypress fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cypress.
- 9.5 Cypress 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. Cypress shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Cypress's insurance company. Cypress shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 Cypress must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Cypress's net worth exceeds five hundred million dollars (\$500,000,000), Cypress 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. Cypress 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 Cypress in the event that self-insurance status is not granted to Cypress. If BellSouth approves Cypress for self-insurance, Cypress shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cypress's corporate officers. The ability to

self-insure shall continue so long as the Cypress meets all of the requirements of this Section. If Cypress subsequently no longer satisfies this Section, Cypress is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Cypress to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

11.1 BellSouth may conduct an inspection of Cypress's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Cypress's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Cypress adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Cypress with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, Cypress will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Cypress employee hired in the past five years being considered for work on the Premises, for the states/counties where the Cypress 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. Cypress shall not be required to perform this investigation if an affiliated company of Cypress has performed an investigation of the Cypress employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Cypress has performed a pre-employment statewide investigation of criminal history records of the Cypress employee for the states/counties where the Cypress employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Cypress will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Cypress 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 Cypress's name. BellSouth reserves the right to remove from its Premises any employee of Cypress not possessing identification issued by Cypress or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Cypress shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Cypress shall be solely responsible for ensuring that any Guest(s) of Cypress is in compliance with all subsections of this Section.
- 12.4 Cypress shall not assign to the Premises any personnel with records of felony criminal convictions. Cypress 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 Cypress personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Cypress chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cypress 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).
- 12.4.1 Cypress shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Cypress 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 commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Cypress employee or agent hired by Cypress within five years of being considered for work on the Premises, who requires access to a Premises pursuant to

- this Attachment, Cypress 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, Cypress will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cypress may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Cypress employees requiring access to a Premises pursuant to this Attachment, Cypress shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Cypress shall promptly remove from Premises any employee of Cypress BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Cypress is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Cypress's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Cypress's Security representative of such interview. Cypress and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Cypress's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Cypress for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Cypress's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Cypress for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Cypress's employees, agents, or suppliers and where Cypress agrees, in good faith, with the results of such investigation. Cypress shall notify BellSouth in writing immediately in the event that Cypress discovers one of its employees already 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. Cypress shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.
- 12.8 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.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Cypress'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 Cypress'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 Cypress, 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. Cypress 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 Cypress's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Cypress. Where allowed and where practical, Cypress may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Cypress shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Cypress's permitted use, until such Collocation Space is fully repaired and restored and Cypress's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Cypress has placed an Adjacent Arrangement pursuant to Section 3.4, Cypress shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Cypress 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.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Cypress 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 Cypress 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. Cypress should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Cypress 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. Cypress 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 Cypress when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Cypress space with proper notification. BellSouth reserves the right to stop any Cypress 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 Cypress are owned by Cypress. Cypress 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 Cypress or different hazardous materials used by Cypress at Premises. Cypress 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 Cypress to BellSouth.

- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cypress 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 Cypress will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cypress 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 Cypress 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, Cypress 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. Cypress further agrees to cooperate with BellSouth to ensure that Cypress'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 Cypress, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Cypress'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	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3

materials)	Pollution liability insurance EVET approval of supplier	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 and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3

	protection of employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>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</p>

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

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Cypress is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Cypress Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Cypress to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Cypress and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Cypress may contemplate a request for space sufficient to accommodate Cypress’s growth within a two-year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Cypress may contemplate a request for space sufficient to accommodate Cypress’s growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies Cypress that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Cypress's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Cypress. Cypress agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Cypress. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Cypress as above, Cypress shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Cypress in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Cypress will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. Cypress shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Cypress's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Cypress agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from Cypress, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to

make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Cypress for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Cypress is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Cypress may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Cypress should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Cypress should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Cypress and inform Cypress of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Cypress with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Cypress request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by Cypress, up to a maximum of thirty (30) wire centers per Cypress request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Cypress agrees to pay the costs incurred by BellSouth in providing the information.
3. Collocation Options
- 3.1 Cageless. BellSouth shall allow Cypress to collocate Cypress’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Cypress to have direct access to Cypress’s equipment and facilities in

accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Cypress's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Cypress must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

3.2 Caged. At Cypress's expense, Cypress may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. Cypress's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Cypress and provide, at Cypress's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Cypress's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Cypress's BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Cypress's BellSouth Certified Supplier. Cypress must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Cypress's locked enclosure prior to notifying Cypress at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Cypress.

3.2.1 BellSouth may elect to review Cypress's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to Cypress indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if Cypress has indicated their desire to construct their own enclosure. If Cypress's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Cypress's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require Cypress to remove or correct within seven (7) calendar days at Cypress's expense any structure

that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.3 Shared Collocation. Cypress may allow other telecommunications carriers to share Cypress's Remote Collocation Space pursuant to terms and conditions agreed to by Cypress ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Cypress shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Cypress that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Cypress.
- 3.3.1 Cypress, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Cypress with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Cypress shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest. In Florida the Guest may directly submit bay/rack placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Cypress shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Cypress's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Cypress and in conformance with BellSouth's design and construction Specifications. Further, Cypress shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Cypress elect Adjacent Collocation, Cypress must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Cypress and Cypress's BellSouth Certified Supplier must comply with local building code requirements. Cypress's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cypress's BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Cypress's BellSouth Certified Supplier. Cypress must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Cypress's locked enclosure prior to notifying Cypress at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 Cypress must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Cypress's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Cypress to remove or correct within seven (7) calendar days at Cypress's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.4.3 Cypress shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Cypress's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other

physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Cypress's BellSouth Certified Supplier shall be responsible, at Cypress's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Cypress to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both Cypress's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Cypress use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 Cypress must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Cypress. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Cypress's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Cypress will have the option of using Cypress's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. Cypress shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Cypress shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Cypress is responsible for ensuring the integrity of the signal.
- 3.5.2 Cypress shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Cypress-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Cypress will have the option of using Cypress's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, Cypress must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If

modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify Cypress in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Cypress will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Cypress that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Cypress's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Cypress has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Cypress's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Cypress fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Cypress on the Space Ready Date and billing will commence from that date. If Cypress decides to occupy the space prior to the Space Ready Date, the date Cypress occupies the space becomes the new Space Acceptance Date and billing begins from that date. Cypress must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Cypress's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, Cypress may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Cypress and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cypress signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Cypress jointly conduct an inspection which confirms that Cypress has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Cypress's right to occupy the Remote Collocation Space in the event Cypress fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Cypress at its expense shall remove its equipment and other property from the Remote Collocation Space. Cypress shall have thirty (30) calendar days from the Bona Fide Firm Order (“BFFO”) Application Date (“Termination Date”) to complete such removal, including the removal of all equipment and facilities of Cypress’s Guest(s), unless Cypress’s Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)’s equipment and executed the documentation required by BellSouth prior to such removal date. Cypress shall continue payment of monthly fees to BellSouth until such date as Cypress, and if applicable Cypress’s Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Cypress or Cypress’s Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Cypress or Cypress’s Guest(s), in any manner that BellSouth deems fit, at Cypress’s expense and with no liability whatsoever for Cypress’s or Cypress’s Guest(s)’s property. Upon termination of Cypress’s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Cypress shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Cypress except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Cypress’s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth’s records as required by BellSouth’s Specifications including but not limited to Record Drawings and ERMA Records. Cypress shall be responsible for the cost of removing any Cypress constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth’s network or for access to BellSouth’s unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC.

Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Cypress's failure to comply with this Section.
- 5.1.2.1 All Cypress equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Cypress shall identify to BellSouth whenever Cypress submits a Method of Procedure ("MOP") adding equipment to Cypress's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Cypress's Remote Collocation Space. Cypress shall submit a copy of the list of any lien holders or other entities that have a financial interest to Cypress's ATCC Representative.
- 5.2 Cypress shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Cypress shall place a plaque or other identification affixed to Cypress's equipment to identify Cypress's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Cypress may elect to place Cypress-owned or Cypress-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Cypress will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Cypress must contact BellSouth for instructions prior to placing the entrance facility cable. Cypress is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. Cypress may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Cypress's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. Cypress must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the Cypress provided riser cable to the spare capacity on the entrance facility. If Cypress desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Cypress for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on Cypress's entrance facility.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Cypress's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Cypress or its agent must perform all required maintenance to Cypress equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Cypress's Equipment and Facilities. Cypress, or if required by this Attachment, Cypress's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Cypress which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Cypress and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to Cypress at least forty-eight (48) hours before access to the Remote Collocation Space is required. Cypress may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Cypress will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Cypress shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Cypress agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of Cypress or Cypress's Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using

form RF-2906-C “CLEC and CLEC Certified Supplier Access Request and Acknowledgement”. Key acknowledgement forms, “Collocation Acknowledgement Sheet” for access cards and “Key Acknowledgement Form” for keys, must be signed by Cypress and returned to BellSouth Access Management within fifteen (15) calendar days of Cypress’s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Cypress agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Cypress’s employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Cypress or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Cypress’s designated collocation arrangement location after receipt of the BFFO without charge to Cypress. Cypress must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Cypress desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Cypress may submit such a request at any time subsequent to BellSouth’s receipt of the BFFO. In the event Cypress desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Cypress to access the Remote Collocation Space accompanied by a security escort at Cypress’s expense. Cypress must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Cypress shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Cypress shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Cypress shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person’s use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Cypress violates the provisions of this paragraph, BellSouth shall give written notice to Cypress, which notice shall direct Cypress to cure the violation within forty-eight (48) hours of Cypress’s actual receipt of written notice or, at a

- minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Cypress fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Cypress's equipment. BellSouth will endeavor, but is not required, to provide notice to Cypress prior to taking such action and shall have no liability to Cypress for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Cypress fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Cypress or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cypress shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Cypress in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Cypress at any time. Any damage caused to the Remote Collocation Space by Cypress's employees, agents or representatives shall be promptly repaired by Cypress at its expense.
- 5.11.1 If Cypress decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Cypress an Administrative

Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

5.12 Alterations. In no case shall Cypress or any person acting on behalf of Cypress make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Cypress. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

5.13 Upkeep of Remote Collocation Space. Cypress shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Cypress shall be responsible for removing any Cypress debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Cypress and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Remote Site Application. When Cypress or Cypress's Guest(s) desires to install a bay/rack in a Remote Site Location, Cypress shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit Cypress to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent

collocation options may be available. If the amount of space requested is not available, BellSouth will notify Cypress of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Cypress of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Cypress or differently configured no application fee shall apply. If Cypress decides to accept the available space, Cypress must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Cypress or differently configured, if Cypress decides to accept the available space, Cypress must amend its application to reflect the actual space available prior to submitting a BFFO.

6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Cypress of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Cypress or differently configured no application fee shall apply. If Cypress decides to accept the available space, Cypress must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies Cypress that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Cypress that BellSouth has no available space in the requested Remote Site Location,

BellSouth will allow Cypress, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Cypress to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Cypress must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Cypress has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Cypress may refuse such space and notify BellSouth in writing within that time that Cypress wants to maintain its place on the waiting list without accepting such space. Cypress may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Cypress does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next

telecommunications carrier on the waiting list and remove Cypress from the waiting list. Upon request, BellSouth will advise Cypress as to its position on the list.

6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Cypress to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Cypress submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Cypress or

necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Cypress a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10.2 Bona Fide Firm Order.

6.10.3 Cypress shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Cypress's Bona Fide application or the application will expire.

6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Cypress's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Cypress cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials

- abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Cypress with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and Cypress will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Cypress during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. Cypress will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Cypress that the Remote Collocation Space is ready for occupancy. In the event that Cypress fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Cypress on the Space Ready Date. BellSouth will correct any deviations to Cypress's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Cypress shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Cypress and Cypress's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Cypress must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall

provide Cypress with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cypress's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Cypress upon successful completion of installation. The BellSouth Certified Supplier shall bill Cypress directly for all work performed for Cypress pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Cypress or any supplier proposed by Cypress and will not unreasonably withhold certification. All work performed by or for Cypress shall conform to generally accepted industry standards.

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Cypress shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Cypress's Remote Collocation Space. Upon request, BellSouth will provide Cypress with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cypress. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Cypress may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by Cypress, such information will be provided to Cypress in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Cypress within one hundred eighty (180) calendar days of BellSouth's written denial of Cypress's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Cypress was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then Cypress may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Cypress must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 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. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Cypress an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, Cypress cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if Cypress cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Cypress for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Cypress, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If Cypress has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Cypress fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Cypress occupies the space prior to the Space Ready Date, the date Cypress occupies the space

- becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Cypress. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 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 Cypress's equipment. Cypress shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Cypress's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Cypress's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Cypress's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Cypress's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Cypress certifying the completion of the power reduction, including the removal of the power cabling by Cypress's BellSouth Certified Supplier.
- 8.4.1 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 Cypress's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Cypress'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 Cypress's option, Cypress may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever Cypress or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit 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 Cypress shall pay for such half-hour charges in the event Cypress fails to show up.

8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 Cypress 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-.

9.2 Cypress shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Cypress's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 Cypress may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to Cypress to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by Cypress shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be

in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of Cypress's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Cypress fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cypress.

- 9.5 Cypress shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Cypress shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Cypress's insurance company. Cypress shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 Cypress must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If Cypress's net worth exceeds five hundred million dollars (\$500,000,000), Cypress 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. Cypress shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Cypress in the event that self-insurance status is not granted to Cypress. If BellSouth approves Cypress for self-insurance, Cypress shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cypress's corporate officers. The ability to self-insure shall continue so long as Cypress meets all of the requirements of this Section. If Cypress subsequently no longer satisfies this Section, Cypress is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Cypress to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

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

11. Inspections

- 11.1 BellSouth may conduct an inspection of Cypress's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Cypress's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Cypress adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Cypress with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Cypress will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Cypress employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Cypress 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. Cypress shall not be required to perform this investigation if an affiliated company of Cypress has performed an investigation of the Cypress employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Cypress has performed a pre-employment statewide investigation of criminal history records of the Cypress employee for the states/counties where the Cypress employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Cypress will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.3 Cypress shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Cypress's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Cypress not possessing identification issued by Cypress or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Cypress shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Cypress shall be solely responsible for ensuring that any Guest(s) of Cypress is in compliance with all subsections of this Section.
- 12.4 Cypress shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Cypress shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Cypress personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Cypress chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cypress may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Cypress shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Cypress shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Cypress employee or agent hired by Cypress within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Cypress shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Cypress will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cypress may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other Cypress employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Cypress shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Cypress shall promptly remove from BellSouth's Remote Site Location any employee of Cypress BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Cypress is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Cypress's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Cypress's Security representative of such interview. Cypress and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Cypress's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Cypress for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Cypress's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Cypress for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Cypress's employees, agents, or suppliers and where Cypress agrees, in good faith, with the results of such investigation. Cypress shall notify BellSouth in writing immediately in the event that the Cypress discovers one of its employees already working on the BellSouth Remote Site Location 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 Remote Site Location, any employee found to have violated the security and safety requirements of this section. Cypress shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Cypress's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Cypress'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 Cypress, 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. Cypress may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Cypress's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Cypress. Where allowed and where practical, Cypress may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Cypress shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Cypress's permitted use, until such Remote Collocation Space is fully repaired and restored and Cypress's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Cypress has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, Cypress shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public

authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Cypress shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Cypress 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 Cypress 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. Cypress should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Cypress to follow when working at a BellSouth Remote Site Location (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. Cypress will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Cypress when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Cypress space with proper notification. BellSouth reserves the right to stop any Cypress work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Cypress are owned by Cypress. Cypress 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 Cypress or different hazardous materials used by Cypress at the BellSouth Remote Site Location. Cypress must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Cypress to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cypress 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 Cypress will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cypress 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 Cypress 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 Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Cypress 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. Cypress further agrees to cooperate with BellSouth to ensure that Cypress'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 Cypress, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from Cypress's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –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	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>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</p>

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 remote site location 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

ATCC – 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

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		15.66				
		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		15.66				
		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		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73		15.66				
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60								
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		1,205.26	1,205.26								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71	600.71								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.62										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	88.86										
		Physical Collocation - Cable Installation			CLO	PE1BD		859.71	859.71	22.49	22.49						
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.22										
		Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	14.97										
		Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	7.83										
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	4.91										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	9.84										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	14.74										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	34.06										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.05	12.39	11.87	6.39	5.73						
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.11	22.03	15.93	6.40	5.79						

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 - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	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 - Cageless - 2 Fiber Cross Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	2.84	20.89	15.20	7.38	5.92						
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	5.69	25.55	19.86	9.71	8.25						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	156.33										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.34										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.05	27.79	27.79								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79	7.79								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78	22.78								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10	13.10								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10	13.10								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,075.17	1,075.17								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,CLO,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'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
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.67										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09										
	Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.56									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		759.29	488.11	133.00	133.00						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		326.92	326.92	189.12	189.12						
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81	4.81	5.90	5.90						
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.25	2.25	2.76	2.76						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.88	7.88	9.66	9.66						
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.49	84.49	77.13	77.13						
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.93	10.73								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.05	13.86								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.17	16.98								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00									
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00									
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00									
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016										
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.22									

COLLOCATION - Alabama											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		594.41		1.21						
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		833.47		1.21						
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,058.00		1.21						
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			CLOAC	PE1P2	0.02	12.30	11.80	6.03	5.44					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.04	12.39	11.87	6.39	5.73					
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.03	15.93	6.40	5.79					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	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								
	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									
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate)			CLOAC			ICB								
	Note: ICB means Individual Case Basis														
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70	307.70	168.22	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	13.10							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87	115.87							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56	37.56							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.38								
	Power, DC Power Provisioning (Alabama Only)			CLORS			ICB								
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	1,205.26	0.51	0.51		15.66			
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71	859.71	22.49	22.49		15.66			
	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,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44		15.66			

COLLOCATION - Alabama

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'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
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73		15.66			
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92		15.66			
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25		15.66			
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.11	22.03	15.93	6.40	5.79		15.66			
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92		15.66			
		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					15.66			
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37					15.66			
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,518.57	1,518.57	265.99	265.99		15.66			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		653.83	653.83	378.24	378.24		15.66			
		Virtual Collocaiton Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.62	9.62	11.79	11.79		15.66			
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.50	4.50	5.52	5.52		15.66			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.75	15.75	19.32	19.32		15.66			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		168.97	168.97	154.25	154.25		15.66			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73				15.66			
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86				15.66			
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98				15.66			
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73				15.66			
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86				15.66			
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98				15.66			
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		15.66			
		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		15.66			
		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		15.66			
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66			

COLLOCATION - Alabama												Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN		UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN		UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1		UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44		15.66			
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	SOMEc	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			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36			11.90				
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00								
		Physical Collocation - Application Fee - Subsequent			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 Modification per Cage			CLO	PE1SM	92.55									
		Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16						
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86									
		Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.96									
		Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80									
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43								
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30									
		Physical Collocation - 2-Wire Cross-Connects			UEANL, UEQ, UDL, UDC, UAL, UHL, UCL, UEQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58					
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEQ, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66					
		Physical Collocation - DS1 Cross-Connects			CLO, UEANL, UEQ, WDS1L, WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77					

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per 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 premises			CLO	PE1SR		2,159.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	0.00										

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	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00										
		Physical Collocation - Request Resend of CFA Information, per CLI	I		CLO	PE1C9		77.54									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,525.00	980.22	267.08							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.50	656.50	379.78							
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		169.67	169.67	154.89	154.89						
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10								
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00									
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00									
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00									
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014										
		Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.11									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11										

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOARS	PE1RA		617.91		328.81							
	Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	219.49										
	Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		26.30									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		232.69									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		75.41									
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLOARS	PE1RR		233.51									
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/Planning Fee Initial Request			AMTFS	EAF		4,122.00					11.90				
	Virtual Collocation - Application Fee/Planning Fee Additional Entrance Cable Request			AMTFS	EAF		1,249.00					11.90				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					11.90				

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					11.90				
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	7.50	155.00	14.00				11.90				
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83				11.90				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS, CLO	VE1CD	0.0041										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		535.54					11.90				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54					11.90				
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,525.00	1,525.00	267.08	267.08						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50	656.50	379.78	379.78						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66	9.66	11.84	11.84						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52	4.52	5.54	5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82	15.82	19.40	19.40						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67	169.67	154.89	154.89						
	Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89					11.90				
	Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64					11.90				
	Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40					11.90				
	Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57					11.90				
	Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57					11.90				
	Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64					11.90				
	Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64					11.90				
	Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00					11.90				
	Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00					11.90				
	Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89					11.90				
	Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64					11.90				
	Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40					11.90				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502	11.57	11.57				11.90				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57				11.90				

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
				UEPSX	VE1R2	0.0502	11.57	11.57				11.90			
				UEPTX	VE1R2	0.0502	11.57	11.57				11.90			
				UEPEX	VE1R4	0.0502	11.57	11.57				11.90			
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

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	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60					18.94	8.42		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60					18.94	8.42		
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	95.23										
		Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.50										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	6.75										
		Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	13.35										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.06										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.30	12.60	12.60								
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.50	12.60	12.60								
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	8.00	155.00	27.00								

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	72.00	155.00	27.00								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.86	52.14	38.72								
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.08	64.74	51.31								
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	161.27										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	15.82										
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0172										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20								
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.40	15.40								
	Physical Collocation - Security Access System- Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16								
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX, UNCDX	PE1PF	1.20										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S,USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00										

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
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31										
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.42									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,706.00									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00								
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49								
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00									
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00									
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00									
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		594.05		1.21							
		Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		832.95		1.21							
		Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,057.00		1.21							
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										

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
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		608.18	608.17	323.63	323.63						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		25.88	25.88								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		2,848.30	2,848.30				19.99	19.99			
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00				19.99	19.99			
	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	13.35										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0283	24.56	23.56	9.20	8.30		19.99	19.99	19.99	19.99	
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0566	24.75	23.70	9.03	8.10		19.99	19.99	19.99	19.99	
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.88	41.72	30.36	10.43	8.36		2.20	2.20			

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
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48, UDF	CNC4F	5.76	51.03	39.67	13.71	11.65			2.20	2.20		
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1	CNC1X	7.50	155.00	14.00					19.99	19.99		
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X,UNCSX, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X	56.25	151.90	11.83					19.99	19.99		
		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						19.99			
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		553.43						19.99			
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,706.00	1,706.00								
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		922.38	922.38								
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.00	18.00								
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.43	8.43								
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.49	29.49								
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		278.61	278.61								
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					19.99	19.99		
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					19.99	19.99		
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					19.99	19.99		
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					19.99	19.99		
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					19.99	19.99		
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					19.99	19.99		
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	12.60	12.60					18.94	8.42		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	12.60	12.60					18.94	8.42		
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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46							15.20				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53							15.20				
PHYSICAL COLLOCATION																				
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24												
		Physical Collocation - Application Fee - Subsequent			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 Modification per square ft. - Cageless			CLO	PE1SL	2.70													
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60													
		Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54											
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30													
		Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.31													
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.32													
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45													
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92													
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37													
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80													
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46											
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53											
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47											

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	13.21	20.28	14.76								
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76								
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0224										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74	7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.079										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.158										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.12										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	9.95										

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	33.96										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	45.80										
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.43									
	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 - Basic, per Half Hour			CLO,CLORS	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		26.38	16.49								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00									
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00									
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00									
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		583.30									
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS		596.35		1.22							
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM		836.18		1.22							
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1		1,061.00		1.22							
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										

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53								
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47								
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80	298.80								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01	13.01								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52	112.52								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47	36.47								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	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					15.20				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54					15.20				
	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, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46				15.20				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53				15.20				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76				15.20				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29				15.20				

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	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.04	21.39	15.47				15.20				
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76				15.20				
		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					15.20				
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		534.79					15.20				
		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				15.20				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45				15.20				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49				15.20				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42				15.20				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45				15.20				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49				15.20				
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0296	11.94	11.46				15.20				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53				15.20				
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																	
		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	2,633.00								
		Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25									
		Physical Collocation - Space Preparation - Firm Order	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - 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. Ft.	I		CLO	PE1PJ	5.94										
		Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	17.87										
		Physical Collocation - Cable Support Structure, Per Entrance Cable	I		CLO	PE1PM	19.80										
		Physical Collocation - Cageless - Floor Space 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 Reduction, Application Fee	I		CLO	PE1PR		400.10									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL, UEA, UDN, U DC, UAL, UHL, UCL, U EQ, UDL, UNCVX, UNLDX, UNC NX	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.066	33.94	31.95								

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect	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	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		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	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 Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61	15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,027.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31									
		Physical Collocation - Request Resend of CFA Information, per CLI	I		CLO	PE1C9		77.67								
		Nonrecurring Collocation Cable Records - per request	I		CLO	PE1CR		1,711.00								
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06								
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05							
		Nonrecurring Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45							
		Nonrecurring Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57							
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	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 - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02							
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00								
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00								
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00								
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00								
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00								
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00								

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs 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	2,903.66								
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	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										
	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 ckts, per ckt.			CLO	PE12C	0.0475	7.68									
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation - 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 Connects - Copper/Coax Cable Support Structure, per cable, 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										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
		Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		585.09				SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12	
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12	
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12	
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12	
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12	
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12	
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLOARS	PE1RA		580.20		312.76							
		Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	220.41										
		Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		24.69									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		218.49									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		70.81									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR		234.15									
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		2,633.00	2,633.00					2.07	2.81	0.67	1.41
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	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, AMTFS, UDL, 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, AMTFS, 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			AMTFS,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	

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	
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,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,AMTFS,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, 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	18.05								
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45	8.45								
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57	29.57								
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42	279.42								
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					2.07	2.81	0.67	1.41
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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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Cypress is utilizing its own switch, Cypress shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Cypress will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to Cypress, BellSouth will provide Cypress with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Cypress acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Cypress acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Cypress return unused intermediate numbers to BellSouth. Cypress shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow Cypress to designate up to 100 intermediate telephone numbers per rate center for Cypress's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Cypress acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (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 Cypress subscribes to BellSouth's local switching, BellSouth shall bill and Cypress 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 To limit service outage, BellSouth and Cypress will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Cypress.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.7 BellSouth and Cypress will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 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 BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to Cypress that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC where technically feasible. The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.
- 1.2 BellSouth shall provision services during its regular working hours. To the extent Cypress 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 charges 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 Cypress, BellSouth will not assess Cypress additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Cypress access to operations support systems (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 Cypress to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Cypress's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.
- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. Cypress shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable.

Cypress shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Cypress shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Cypress will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Cypress's access to customer record information. If a BellSouth audit of Cypress's access to customer record information reveals that Cypress is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Cypress may take corrective action, including but not limited to suspending or terminating Cypress's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Cypress may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.4 Maintenance and Repair. Cypress may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers Cypress non-discriminatory 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 non-discriminatory trouble reporting via the ECTA Gateway. BellSouth provides Cypress an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Cypress agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Cypress, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.4 Rates. Charges for use of OSS shall be as set forth in this Agreement.
- 3. MISCELLANEOUS**
- 3.1 Pending Orders. Orders placed in the hold or pending status by Cypress will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Cypress shall be required to submit a new service request. Incorrect or invalid requests returned to Cypress for correction or clarification will be held for thirty (30) days. If Cypress does not return a corrected request within thirty (30) days, BellSouth will cancel the request.
- 3.2 Single Point of Contact. Cypress will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Cypress 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. Cypress 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 (except in the case of a local service freeze). 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 state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Cypress to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Cypress that such a request has been processed but will not be required to notify Cypress in advance of such processing.
- 3.2.1 Neither BellSouth nor Cypress shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 3.2.2 BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request (LSR) rejects within the intervals set forth in Attachment 9 of this Agreement.
- 3.2.3 Cypress shall return a FOC to BellSouth within thirty-six (36) hours after Cypress's receipt from BellSouth of a valid LSR.
- 3.2.4 Cypress shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of Cypress elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Cypress by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Cypress that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an 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.
- 3.6 Cancellation Charges. If Cypress cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Cypress 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 requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Cypress 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, Cypress may cancel its request for those network elements or services without incurring cancellation charges as described in

this Section. In such instance, should Cypress 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.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Cypress, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

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 Cypress 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 as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from Cypress, Cypress shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Cypress' accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
 - 1.1.4 BellSouth will bill Cypress 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.
 - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Cypress, and Cypress will be responsible for and remit to BellSouth, all charges applicable to said services imposed by any governmental entity, 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.
 - 1.1.5 BellSouth will not perform billing and collection services for Cypress as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
 - 1.1.6 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 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, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Cypress 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 Operating Company Numbers (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, Cypress may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Cypress.
- 1.2.1 OCN. If Cypress needs to change its OCN(s) under which it operates when Cypress has already been conducting business utilizing those OCN(s), Cypress shall bear all costs incurred by BellSouth to convert Cypress to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Cypress' End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges owed by Cypress to BellSouth under this Agreement will be the responsibility of Cypress. Cypress shall make payment to BellSouth for all charges for services billed. Payments made by Cypress to BellSouth as payment on account will be credited to Cypress' accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Cypress and Cypress' customer. Payment of all charges or credits owed by BellSouth to Cypress will be the responsibility of BellSouth. BellSouth shall make payment to Cypress for all charges for products or services ordered from Cypress under this Agreement. Cypress will not become involved in billing disputes that may arise between BellSouth and BellSouth's customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. 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 from Cypress, the total amount billed to Cypress will not include those taxes or fees from which Cypress is exempt. Cypress 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 Cypress.

1.6 Late Payment. Cypress

If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by a Party in funds that are not immediately available to either Party, a late payment charge shall be due the receiving Party. 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. For BellSouth, the late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. For Cypress, (the late payment shall be) a simple interest rate equal to the lesser of (i) 1½% per month or (ii) the maximum rate permitted by law. In addition to any applicable late payment charges, either Party may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to applicable state law.

1.7 Discontinuing Service to Cypress. The procedures for discontinuing service to Cypress are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Cypress of the rules and regulations of BellSouth's tariffs; provided, however, that BellSouth shall provide notice of such use, violation or noncompliance to Cypress and provide Cypress with a reasonable opportunity to cure, except in the event of imminent threat of damage to the network or security thereof, in which case BellSouth may provide notice immediately after or contemporaneously with denial of service.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed charges after notice and Cypress' opportunity to cure in accordance with the provisions hereof. 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 Cypress 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 is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Cypress to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Cypress if payment of undisputed

charges is not received by the thirtieth day following the date of the initial notice; provided, however, that in no event shall BellSouth terminate the provision of existing services to Cypress for nonpayment of disputed charges during the pendency of any billing dispute in accordance with Section 2.1.

- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Upon discontinuance of service on Cypress' account, service to Cypress' End Users will be denied. BellSouth will reestablish service for Cypress upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Cypress is solely responsible for notifying the End User of the proposed service disconnection. If within fifteen (15) days after Cypress has been denied and no arrangements to reestablish service have been made consistent with this subsection, Cypress' service will be disconnected.
 - 1.7.4.1 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice and Cypress' noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Cypress for such noncompliance without further notice.
- 1.8 Deposit Policy. Cypress shall complete the BellSouth Credit Profile and provide information to BellSouth, regarding credit worthiness. Based on the results of the credit analysis, BellSouth, to the extent it has reasonable concerns as to Cypress' creditworthiness, reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash or at BellSouth's sole discretion, an Irrevocable Letter of Credit (BellSouth form), or Surety Bond (BellSouth form). Any such security deposit shall in no way release Cypress from its obligation to make complete and timely payments of its undisputed invoices. Cypress shall pay any applicable deposits prior to the inauguration of service. If, in the sole reasonable opinion of BellSouth, Cypress' creditworthiness has deteriorated and/or gross monthly billing has substantially increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Cypress fails to remit to BellSouth any deposit requested pursuant to this Section, service to Cypress may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Cypress's account(s). In the event Cypress defaults on its account, service to Cypress will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to Cypress's account.

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Cypress, shall be forwarded to the individual and/or address provided by Cypress in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Cypress as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address provided, however, upon written request from Cypress to BellSouth's billing organization, the notice of discontinuance of services purchased by Cypress under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

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 the 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 upon the discovery of a billing dispute. Cypress shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be explained by the disputing Party and supported by written documentation, which shows with specificity the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal notification and collection procedures in Section 1.7. Any credits due to the disputing Party, pursuant to the

billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.2.1 Resolution of a dispute is expected to occur at the first level of management resulting in a recommendation for settlement of a dispute and closure of a specific billing period. If the issues are not resolved at the first level of management to a Party's satisfaction, the following resolution procedures will begin:
- 2.2.2 If the dispute is not resolved at the 3rd level of management, either Party may seek dispute resolution pursuant to Section 12 of the General Terms and Conditions of this Agreement.
- 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 and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Cypress 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.
- 3.2 Cypress shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Cypress on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 Cypress must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Cypress must request that BellSouth establish a unique hosted RAO code for Cypress. 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.

- 3.5 BellSouth will receive messages from Cypress that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Cypress shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Cypress.
- 3.7 All data received from Cypress 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.
- 3.8 All data received from Cypress 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.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Cypress and will forward them to Cypress on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Cypress will be via CONNECT:Direct.
 - 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Cypress for the purpose of data transmission. Where a dedicated line is required, Cypress will be responsible for ordering (or otherwise providing) the circuit and coordinating the installation with BellSouth or a third party, as applicable. Cypress is responsible for any applicable BellSouth or third party charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Cypress. Additionally, all message toll charges associated with the use of the dial circuit by Cypress will be the responsibility of Cypress. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Cypress end for the purpose of data transmission will be the responsibility of Cypress.
 - 3.10.2 If Cypress utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Cypress.

- 3.11 All messages and related data exchanged between BellSouth and Cypress will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Cypress 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.
- 3.13 Should it become necessary for Cypress to send data to BellSouth more than sixty (60) days past the message date(s), Cypress will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Cypress, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for delivering the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Cypress, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Cypress of the error. Cypress 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, Cypress will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Cypress with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 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 3.
- 3.18 Intercompany Settlements Messages
 - 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Cypress 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 Cypress and the involved company(ies), unless that company is participating in NICS.

- 3.18.2 Both traffic that originates outside the BellSouth region by Cypress and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Cypress, is covered by CATS. Also covered is traffic that either is originated by or billed by Cypress, involves a company other than Cypress, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once Cypress is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Cypress. BellSouth will distribute copies of these reports to Cypress on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Cypress. BellSouth will distribute copies of these reports to Cypress on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by Cypress 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 Cypress. BellSouth will remit the revenue billed by Cypress 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 of Cypress. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Cypress via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Cypress 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 Cypress. BellSouth will remit the revenue billed by Cypress 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 Cypress via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and Cypress agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from Cypress, BellSouth will provide the Optional Daily Usage File (ODUF) service to Cypress pursuant to the terms and conditions set forth in this section.
- 4.2 Cypress shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Cypress customer.
- 4.4 Charges for the ODUF will appear on Cypress' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Cypress will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 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.
- 4.6 Messages that error in the billing system of Cypress will be the responsibility of Cypress. If, however, Cypress should encounter significant volumes of errored messages that prevent processing by Cypress within its systems, BellSouth will work with Cypress to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Cypress:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages

- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 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.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Cypress.
- 4.7.1.4 In the event that Cypress detects a duplicate on ODUF they receive from BellSouth, Cypress will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to Cypress via CONNECT:Direct, Secure File Transfer Protocol (FTP) 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.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Cypress for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If Cypress utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Cypress.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Cypress which BellSouth RAO that is sending the message. BellSouth and Cypress will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Cypress and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 Cypress 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. Cypress will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Cypress by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 Cypress will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Cypress' 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 Cypress for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from Cypress, BellSouth shall send ODUF test files to Cypress. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Cypress set up a production (live) file. The live test may consist of Cypress' employees making test calls for the types of services Cypress requests on ODUF. These test calls are logged by Cypress, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

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

5.2 Cypress shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Cypress has purchased from BellSouth.

5.4 Charges for ADUF will appear on Cypress' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Cypress will be billed at the ADUF rates that are in effect at the end of the previous month.

5.5 Messages that error in the billing system of Cypress will be the responsibility of Cypress. If, however, Cypress should encounter significant volumes of errored

messages that prevent processing by Cypress within its systems, BellSouth will work with Cypress to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to Cypress:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Cypress.

5.6.3 In the event that Cypress detects a duplicate on ADUF they receive from BellSouth, Cypress will drop the duplicate message and will not return the duplicate to BellSouth.

5.6.4 ADUF Physical File Characteristics

5.6.4.1 ADUF will be distributed to Cypress via CONNECT:Direct, Secure File Transfer Protocol (FTP) 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.

5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Cypress for the purpose of data transmission as set forth in Section 3.10.1 above.

5.6.4.3 If Cypress utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Cypress.

5.6.5 ADUF Packing Specifications

5.6.5.1 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 99 packs and a minimum of one pack.

5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Cypress which BellSouth RAO is sending the message. BellSouth and Cypress will use the invoice sequencing to

control data exchange. BellSouth will be notified of sequence failures identified by Cypress and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

5.6.6.1 Cypress 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. Cypress will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Cypress by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 Cypress will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Cypress' 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 Cypress for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from Cypress, BellSouth shall send a test file of generic data to Cypress via CONNECT:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from Cypress, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Cypress 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.

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

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

6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on Cypress' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Cypress will be billed at the EODUF rates that are in effect at the end of the previous month.

- 6.5 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 Cypress will be the responsibility of Cypress. If, however, Cypress should encounter significant volumes of errored messages that prevent processing by Cypress within its systems, BellSouth will work with Cypress to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
 - 6.7.1 Usage To Be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to Cypress:
 - 6.7.1.1.1 Customer usage data for flat rated local call originating from Cypress' End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.2 Date of Call
 - 6.7.1.1.3 From Number
 - 6.7.1.1.4 To Number
 - 6.7.1.1.5 Connect Time
 - 6.7.1.1.6 Conversation Time
 - 6.7.1.1.7 Method of Recording
 - 6.7.1.1.8 From RAO
 - 6.7.1.1.9 Rate Class
 - 6.7.1.1.10 Message Type
 - 6.7.1.1.11 Billing Indicators
 - 6.7.1.1.12 Bill to Number
 - 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Cypress.
 - 6.7.1.3 In the event that Cypress detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Cypress will drop the duplicate message Cypress will not return the duplicate to BellSouth).

6.7.2 Physical File Characteristics

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

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

6.7.3 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 99 packs and a minimum of one pack.

6.7.3.2 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 Cypress which BellSouth RAO is sending the message. BellSouth and Cypress will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Cypress and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/EODUF/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/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007037										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.000011										
	ODUF: Message Processing, per message				N/A	0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.22										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - 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
ODUF/ADUF/OEDUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message				N/A	0.001656									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message				N/A	0.0000071									
	ODUF: Message Processing, per message				N/A	0.002146									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
	EODUF: Message Processing, per message				N/A	0.080698									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/EODUF/CMDS - 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	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.0136327										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0001275										
	ODUF: Message Processing, per message				N/A	0.0082548										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.0034555										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - 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/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007983										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000117										
	ODUF: Message Processing, per message				N/A	0.004641										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.250015										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - 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
ODUF/ADUF/OEDUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.004										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000044										
	ODUF: Message Processing, per message				N/A	0.0027366										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.004										
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

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The following 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 currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 1.00**

Issue Date: December 1, 2002

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), the Florida Public Service Commission Order (Docket 000121-TP), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

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 Tennessee Regulatory Authority.

This document is intended for use by someone with knowledge of 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 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.

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

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 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 Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

Syntactically incorrect queries.

Business Rules

The average response time 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 date/time stamp shall begin when BST receives a query at the BellSouth Gateway and shall end when the query is transmitted from the BST Gateway (applies to both TAG and LENS). For BellSouth, the response interval starts when the client application (RNS or ROS) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

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

Average Response Time = c ÷ d

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

Report Structure

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope	<ul style="list-style-type: none">• Report Month• Legacy Contract (per reporting dimension)• Response Interval• Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Parity + 2 seconds

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

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	TAG-CSR	CSR	x	x	x	x	x
P/SIMS	PSIM/ORB	Feature/Service	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Parity + 2 Seconds

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

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
Atlas	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
CRSECSRL		LENS
TAG-CSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB, COFFI		LENS, TAG

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

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems 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 ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

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 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.

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

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

- 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	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none">• Legacy Contract Type (per reporting dimension)• Regional Scope• Hours of Downtime	Report Month <ul style="list-style-type: none">• Legacy Contract Type (per reporting dimension)• Regional Scope• Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• $\geq 99.5\%$

OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x
DOE	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
RNS	BellSouth	x
ROS	BellSouth	x

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x

OSS Interface	Applicable to	% Availability
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

This measures the percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BellSouth interface systems and for the legacy systems accessed by them are captured.

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

This measure is designed to compare the OSS availability versus scheduled availability of BellSouth's legacy systems.

Note: Only full outages are used in the calculation of Application Availability. A full outage is incurred when any of the following circumstances exists:

- The application or system is down.
- The application or system is inaccessible, for any reason, by the customers who normally access the application or system.
- More than one work center cannot access the application or system for any reason.
- When only one work center accesses an application or system and 40% or more of the clients in that work center cannot access the application.
- When 40% of the functions the clients normally perform or 40% of the functionality that is normally provided by an application or system is unavailable.

(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 Interface Availability $(a \div b) \times 100$

- 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	Relating to BellSouth Performance
<ul style="list-style-type: none">• Availability of CLEC TAFI• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCLM• ECTA	<ul style="list-style-type: none">• Availability of BellSouth TAFI• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCLM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Regional Level	<ul style="list-style-type: none">• $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI	X
CLEC TAFI	X
CLEC ECTA	X
BellSouth & CLEC	X
CRIS	X
LMOS HOST	X
LNP	X
MARCH	X
OSPCM	X
PREDICTOR	X
SOCS	X

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	X
CLEC ECTA	X

OSS-3: Interface Availability (Maintenance & Repair)

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	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Average Interval

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count					
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30	Avg. Int.
CRIS	x	x	x	x	x	x	x
DLETH	x	x	x	x	x	x	x
DLR	x	x	x	x	x	x	x
LMOS	x	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x	x
LNP	x	x	x	x	x	x	x
MARCH	x	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x	x
Predictor	x	x	x	x	x	x	x
SOCS	x	x	x	x	x	x	x
NIW	x	x	x	x	x	x	x

OSS-4: Response Interval (Maintenance & Repair)

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• Average Interval

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 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 Make Up 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	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Total Number of Inquiries• SI Intervals• State and Region	

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Loops	Benchmark <ul style="list-style-type: none">• 95% ≤ 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Loops	Benchmark <ul style="list-style-type: none">• 95% ≤ 3 Business Days

PO-2: Loop Make Up - 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.
- Designated Holidays are excluded from the interval calculation.
- 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, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up 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	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Legacy Contract• Response Interval• Regional Scope	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• Loop	Benchmark <ul style="list-style-type: none">• 95% ≤ 1 Minute

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• Loop	<ul style="list-style-type: none">• 95% ≤ 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time a Message/LSR is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

None

Business Rules

The process includes EDI & 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
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, 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	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record of Functional Acknowledgements	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none">• EDI	<ul style="list-style-type: none">• EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none">• TAG	<ul style="list-style-type: none">• TAG – 95% ≤ 30 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI	<ul style="list-style-type: none">• EDI – 95% ≤ 30 Minutes
<ul style="list-style-type: none">• TAG	<ul style="list-style-type: none">• TAG – 95% ≤ 30 Minutes

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 = $(a \div b) \times 100$

- 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	Relating to BellSouth Performance
<ul style="list-style-type: none">• Report Month• Record of functional acknowledgements	<ul style="list-style-type: none">• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• Benchmark: 100%

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

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 NXXX 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* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions) |
| 7. Expedites (requested by the CLEC) | |

* See "LSR Flow-Through Matrix" on page 15. for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

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

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

- 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 fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

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

- 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 clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

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

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X