UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11	104.49	66.50	50.37	7.93						
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37	133.14	95.16	55.12	10.38						
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52	253.03	157.89	44.80	11.73						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
		Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	17.63										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	17.63										
		Local Channel - Dedicated - 4-Wire Voice Grade			ULDVX, UNCVX	ULDV4	19.02										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	49.01										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	80.87										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	219.28										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	13.72										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	512.90										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	13.72										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	500.37										
ENHANCED EXTENDED LINK (EELs)																	
		NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
		NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
		2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	19.18										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	26.60										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	32.73										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.64										
		4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION															
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	37.48										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	50.47										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	49.89										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.64										
		4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	34.42										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	39.09										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	39.95										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.37										
		4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON															
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	34.42										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	39.09										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	39.95										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.37										
		2-WIRE ISDN LOOP FOR USE IN COMBINATION															
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	28.99										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	37.67										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	43.36										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.94										
		4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
		DS1 COCI in combination per month			UNC1X	UC1D1	9.94										
		2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	22.36										
		4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	19.58										
		DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.97										
		DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	7.38										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	810.20										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	7.38										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	810.11										
		4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	34.42										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.09										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	39.95										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	15.42										
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	34.42										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	39.09										
		4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	39.95										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	15.42										
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	34.42										
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	39.09										
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	39.95										
		4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
		4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	15.42										
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
		4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	34.42										
		4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	39.09										
		4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	39.95										
		I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
		4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	15.42										
		DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	70.97										
		DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	7.38										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	810.20										
		STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	14.10										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	7.38										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh. 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
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	810.11										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	123.71										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.37										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.37										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.94										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.94										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.64										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.64										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	165.62										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	165.62										
		DS1 COCI used with Loop per month			USL	UC1D1	9.94										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	9.94										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	9.94										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	9.94										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	12.45	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.27	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	21.28	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	12.45	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	16.27	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	21.28	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	20.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.37	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	16.02	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	20.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	27.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	66.39	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	86.71	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	113.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.41										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV2	19.76										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV2	25.81										
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV2	33.74										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	19.76										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	25.81										
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	33.74										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	ULDVX, UNCVX	ULDV4	20.91										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	ULDVX, UNCVX	ULDV4	27.30										
		Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	ULDVX, UNCVX	ULDV4	35.71										
		Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1, UNC1X	ULDF1	41.68										
		Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1, UNC1X	ULDF1	54.43										
		Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1, UNC1X	ULDF1	71.17										
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3, UNC3X	1L5NC	8.22										
		Local Channel - Dedicated - DS3 - Facility Termination			ULDD3, UNC3X	ULDF3	703.00										
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1, UNCSX	1L5NC	8.22										
		Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNCSX	ULDFS	689.53										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
	2-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	19.04										
		2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	24.87										
		2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	32.52										
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.05										
	4-WIRE VOICE GRADE LOOP FOR USE IN A COMBINATION																
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	28.40										
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	37.10										
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	48.51										
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.05										
	4-WIRE 56 KBPS DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	35.76										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	46.70										
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	61.08										
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
	4-WIRE 64 KBPS DIGITAL LOOP FOR USE IN A COMBINATI\ON																
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.05										
	2-WIRE ISDN LOOP FOR USE IN COMBINATION																
		2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.55										
		2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	33.37										
		2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	43.64										
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	3.73										
	4-WIRE DS1 DIGITAL LOOP FOR USE IN A COMBINATION																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
		DS1 COCI in combination per month			UNC1X	UC1D1	20.22										
	2 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	25.06										
	4 WIRE VOICE GRADE INTEROFFICE TRANSPORT FOR USE IN A COMBINATION																
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.02										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	31.40										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
	DS1 INTEROFFICE TRANSPORT FOR COMBINATION															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	1/0 Channelization System in combination Per Month			UNC1X	MQ1	92.89										
	DS3 INTEROFFICE TRANSPORT FOR USE IN A COMBINATION															
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 INTEROFFICE TRANSPORT FOR USE IN COMBINATION															
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	2.69										
	3/1 Channel System in combination per month			UNCSX	MQ3	256.43										
	4-WIRE 56 KBPS DIGITAL LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
	4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Lcoal Loop in Combination - Zone 3		3	UNCDX	UDL64	61.08										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.02										
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	24.37										
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	35.76										
	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	46.70										
	4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	61.08										
	4-wiree 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	24.37										
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT															
	4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	35.76										
	4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	46.70										
	4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	61.08										
	I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.02										
	4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	24.37										
	DS1 DIGITAL LOOP AND DS1 INTERFOFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	66.39										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	86.71										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	113.38										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.41										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
	DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	429.49										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh. 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
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	983.22										
	STS-1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Lolp in combination - per mile per month			UNCSX	1L5ND	10.57										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	453.74										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.85	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637	0.00						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	92.89										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.09										
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.09										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.56										
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.56										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.05										
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.05										
		DS3 to DS1 Channel System per month			UNC3X	MQ3	256.43										
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	256.43										
		DS1 COCI used with Loop per month			USL	UC1D1	20.22										
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	20.22										
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	20.22										
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	20.22										

Attachment 3

Network Interconnection

TABLE OF CONTENTS

NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a seven (7)-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

2.4 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.5 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.8 **Cross Connect** is as defined in Attachment 4 of the Interconnection Agreement. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual

collocation arrangement, the provisioning party shall not charge for such cross connect.

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.11 **Enhanced 911 Service** provides features not present in B911 Service, including ANI and ALI display, Selective Routing (SR) and other standard and optional features.

2.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and KMC Data.

2.14 **IntraLATA Toll Traffic** does not exist for purposes of this Agreement, as the Parties have agreed upon a LATA-wide Local Traffic definition.

2.15 **ISP-bound Traffic** is defined as a call to an information service provider/enhanced service provider or Internet Service Provider (ISP) that is dialed by using a local dialing pattern (seven (7) or ten (10) digits).

2.16 **Local Channel** is defined as a switched transport facility between a Party's Point of Presence and its designated Serving Wire center where the POP is not located in the designated Serving Wire Center**.**

2.17 **Local Traffic** is as defined any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by applicable FCC and Commissions rules and orders.

2.18 **Point of Presence** (POP) is the physical location at which a Party establishes itself for obtaining access to the other Party's network.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by KMC Data.

2.21 **Serving Wire Center** is defined as the first, or only, wire center (such as a tandem or an end office) owned, or leased by one Party that is designated by that Party to serve the geographic area in which the other Party's POP is located and to which the other Party's facilities are connected (i.e., interconnected or transverses/passes through) for the purposes of interconnection.

2.22 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.23 **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.

2.23.1 Consistent with FCC rules and orders, a KMC Data switch shall be considered a tandem switch if it serves a geographic area comparable, but not necessarily identical, to that served by the relevant BellSouth tandem switch. KMC Data shall provide to BellSouth supporting data to show such geographic comparability and if the Parties are unable to agree then the issue shall be resolved pursuant to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

2.24 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where KMC Data 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 in accordance with applicable FCC and Commission Rules and Orders. In accordance with the terms of this Agreement, network interconnection may be provided via a DS0 where technically feasible and supported by applicable industry standards. Requests for interconnection via methods, such as OCn level interconnection, other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in Attachment 11.

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, and ISP-bound 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 BellSouth will not require re-grooming, however, KMC Data may augment and re-groom such IP(s). When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and between each other, the Parties shall mutually agree to the location of the IP. Notwithstanding the foregoing, 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 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. In selecting additional IP(s) both Parties will act in good faith and shall consider points that are efficient for both Parties. Notwithstanding the foregoing, and unless mutually agreed to otherwise, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the following criteria are satisfied: (1) the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three (3) consecutive months at the proposed location of the additional IP; and (2) any end office to be designated as an IP must be more than twenty (20) miles from an existing 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 the Parties must agree to the location of the additional IP(s).

3.2.4 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has twenty (20) business days to analyze, respond to, and negotiate in good faith regarding the establishment of such IP.

3.3 <u>Interconnection via Dedicated Facilities</u>

3.3.1 With the exception of Transit Traffic, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (i.e., one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-bound Traffic (non-transit) and 911 traffic. The appropriate rate elements that

are subject to this "bill and keep" compensation plan are set forth in Exhibit A. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to OS/DA. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in Exhibit A or 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 Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.2 Local Channel Facilities. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Local Channel facilities from the other Party pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Local Channel Facilities utilized for Local Traffic and ISP-bound 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 and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of Local Channel Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.3 Dedicated Interoffice Facilities. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Dedicated Interoffice facilities from the other Party pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the PLF Factor on a statewide basis. The charges applied to the percentage of Dedicated Interoffice facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.4 In the event that a Party's point of presence is located within its designated Serving Wire Center, such Party may interconnect to the other Party's switch located in the same Serving Wire Center via a cross connect as defined in this Agreement or such Party may interconnect via any other technically feasible method as described herein. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical

or virtual collocation arrangement, the provisioning party shall not charge for such cross connect. When a cross connect is made in the provisioning of Local Interconnection facilities/services, the providing Party will not charge the other Party a Local Channel Facility rate for such cross connect.

3.3.5 The facilities and associated components as set forth in Exhibit A purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the BellSouth FCC No. 1 Tariff. To the extent that BellSouth requests that KMC Data submit an ASR for an augmentation to the facilities purchased by KMC Data from BellSouth but utilized for BellSouth's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that KMC Data incurs ordering charges, BellSouth and KMC Data shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 Fiber Meet

3.4.1 Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if KMC Data elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, KMC Data 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, KMC Data's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off, unless otherwise mutually agreed to by the Parties.

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 KMC Data 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 KMC Data, and within a reasonable and non-discriminatory time frame, BellSouth shall allow KMC Data access to the fusion

splice point for the Fiber Meet point for maintenance purposes on KMC Data '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 and ISP-Bound Traffic. The remaining portion of the Local Channel shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and KMC Data shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one (1)-way or two (2)-way trunks in accordance with the following provisions set forth in this Attachment**.** For trunking purposes, traffic will be routed based on the digits dialed by the originating customer and in accordance with the LERG.

4.2 Consistent with Sections 3.2, 3.2.1, 3.2.2, and 3.3.3. KMC Data shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of KMC Data 's originated Local Traffic, ISP-bound Traffic and for the receipt and delivery of Transit Traffic. To the extent KMC Data desires to deliver Local Traffic, ISP-bound Traffic, and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which KMC Data has established interconnection trunk groups, KMC Data shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, KMC Data shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where KMC Data has homed (i.e., assigned) its NPA/NXXs. KMC Data 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. KMC Data 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 KMC Data 's NXX access tandem homing arrangement as specified by KMC Data in the LERG.

4.4 Any KMC Data interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Attachment, (2) affects traffic delivered to KMC Data from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require KMC Data to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11. At such time that BellSouth submits a request for interconnection that meets

the requirements of this section, the Parties will negotiate the rates, terms, and conditions for such request.

4.5 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.

4.6 In cases where KMC Data 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).

4.7 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 KMC Data's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group, excluding augments to existing routes or trunk groups already provided for pursuant to the terms of this Attachment or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.8 Interconnection Trunk Groups for Exchange of Local Traffic, ISP-bound Traffic and Transit Traffic

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic, ISP-bound Traffic and Transit Traffic, where applicable, on two (2)-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 (2)-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic, and Transit Traffic, where applicable as set forth in Section 3 above. KMC Data shall order such two (2)-way trunks via the 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 as set forth in Section 7 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic, and Transit 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 Transit Traffic to the other Party.

4.8.1 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

4.8.1.1 Basic Architecture

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

4.8.1.2 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 KMC Data-originated Local Traffic, ISP-bound Traffic and destined for BellSouth customers. A second one (1)-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and destined for KMC Data customers. A two (2)-way trunk group provides Intratandem Access for KMC Data's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between KMC Data and ICOs, IXCs, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC Data desires to exchange traffic. This trunk group also carries KMC Data originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and is transported on a separate single one-way trunk group terminating to KMC Data. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one (1)-way trunk group architecture is illustrated in Exhibit C.

4.8.1.3 Two-Way Trunk Group Architecture

The two-way trunk group Architecture establishes one (1) two (2)-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and between KMC Data and BellSouth. In addition, a separate two (2)-way transit trunk group must be established for KMC Data's originating and

terminating Transit Traffic. This trunk group carries Transit Traffic between KMC Data and ICOs, IXC, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC Data desires to exchange traffic. This trunk group also carries KMC Data originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. Upon reasonable notice, either Party's originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where KMC Data 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. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two (2)-way trunk group architecture is illustrated in Exhibit D.

4.8.1.4 Supergroup Architecture

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and KMC Data's Transit Traffic are exchanged on a single two-way trunk group between KMC Data and BellSouth to provide Intratandem Access to KMC Data. This trunk group carries Transit Traffic between KMC Data and ICOs, IXCs, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC Data desires to exchange traffic. This trunk group also carries KMC Data originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. Upon reasonable notice, either Party's originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where KMC Data 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 may 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.

4.8.1.5 Multiple Tandem Access Interconnection

4.8.1.5.1 Where KMC Data does not choose access tandem interconnection at every BellSouth access tandem within a LATA, KMC Data may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA KMC Data 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 KMC Data's originated Local Traffic, ISP-bound Traffic and for LATA wide transport and termination. KMC Data must also establish an interconnection

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

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

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

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

4.8.2 Local Tandem Interconnection

4.8.2.1 Local Tandem Interconnection arrangement allows KMC Data to establish its IP, pursuant to the provisions of this Attachment, and the associated interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of KMC Data-originated Local Traffic, ISP-bound Traffic and 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.

4.8.2.2 When a specified local calling area is served by more than one BellSouth local tandem, KMC Data must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, KMC Data 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. KMC Data may deliver Local Traffic, ISP-bound Traffic and 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 KMC Data does not choose to establish an interconnection trunk group(s). It is KMC Data'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 KMC Data's codes. Likewise, KMC Data shall obtain its routing information from the LERG.

4.8.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, KMC Data must also establish an interconnection trunk group(s) to a BellSouth access tandem within the LATA on which KMC Data 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 (GSST)).

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

4.8.3 Direct End Office-to-End Office Interconnection

4.8.3.1 Direct End Office-to-End Office one (1)-way or two (2)-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and to the terminating Party on a direct end office-to-end office basis.

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

4.8.3.2.1 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 the Parties or any other carrier for any period of time, the Parties will endeavor to mutually agree on an end office trunking plan or an appropriate alternate routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between KMC Data and BellSouth.

4.8.3.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between KMC Data's switch and a BellSouth end office switch, and where such traffic exceeds or is forecasted to exceed a single DS3 (i.e., 8.9 million minutes) of traffic for three consecutive months, then the Parties shall

install and maintain direct end office trunking sufficient to handle such traffic volumes. Either Party will install and maintain additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS3 (i.e., 8.9 million minutes) of traffic for three consecutive months. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

4.8.3.3 Overflow Routing. To the extent technically feasible and where appropriate, BellSouth will provide overflow routing consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements displayed in the LERG.

4.8.4 Transit Traffic Trunk Group

Transit Traffic trunks can either be two-way trunks or two (2) one (1)-way trunks ordered by KMC Data 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.

4.8.5 Toll Free Traffic

4.8.5.1 If KMC Data chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all KMC Data 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.

4.8.5.2 KMC Data may choose to perform its own Toll Free database queries from its switch. In such cases, KMC Data 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, KMC Data 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, KMC Data will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and KMC Data shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, KMC Data 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 KMC Data's network but that are connected to BellSouth's access tandem.

4.8.5.3 All post-query Toll Free calls for which KMC Data 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.

4.8.6 High Volume Calling (Mass Calling) Trunk Groups

4.8.6.1 The Parties will cooperate to establish separate trunk groups, or provide some other means of protective controls (i.e., call gapping), for the completion of calls to high volume customers, such as radio contest lines.

4.8.6.2 Both parties agree to terminate each Party's mass calling codes as Local Traffic, where appropriate. The Parties agree that each will put in place controls for NXXs that are dedicated for media stimulated mass calling.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to the exchange of toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in the information necessary for the transmission and routing of services using their local exchange facilities and networks, to the extent required by, and 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 DS1 pursuant to Telcordia Standard No. TR-NWT-00499. Where KMC Data chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (CCS), SS7 connectivity is required between the KMC Data switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability (CCSAC) 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.

5.3.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.3.2 "Equal in Quality" shall have the meaning accorded in 47 C.F.R. § 51.305(a)(3). As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

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.

6. SIGNALING

6.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

6.1.1 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.

6.2 Signaling Link Transport

6.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated fifty-six (56) kilobits (kbps) transmission paths between KMC Data designated Signaling Points of Interconnection that provide appropriate physical diversity.

6.2.2 Technical Requirements

6.2.2.1 Signaling Link Transport shall consist of full duplex mode fifty-six (56) kbps transmission paths and shall perform in the following two (2) ways:

6.2.2.2 An "A-link" Signaling Link Transport is a connection between a switch or SCP and a STP switch pair; and

6.2.2.3 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

6.2.3 Signaling Link Transport shall consist of signaling link layers as follows:

6.2.3.1 An A-link layer shall consist of two (2) links. There shall be no more than two (2) minutes down time per year for an A-link layer.

6.2.3.2 A B-link layer shall consist of four (4) links. There shall be negligible (less than two (2) seconds) down time per year for a B-link layer.

6.2.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

6.2.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

6.2.4.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

6.2.5 Interface Requirements

6.2.5.1 There shall be a DS1 (1.544 Mbps) interface at KMC Data's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

6.3 STP

6.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPs.

6.3.2 Technical Requirements

6.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

6.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

6.3.2.3 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a KMC Data or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a KMC Data database, then KMC Data agrees to provide BellSouth with the Destination Point Code for KMC Data database.

6.3.2.4 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).

6.3.2.5 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a KMC Data or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

6.4 SS7 Advanced Intelligent Network (AIN) Access

6.4.1 Interface Requirements

6.4.1.1 BellSouth shall provide the following STP options to connect KMC Data or KMC Data-designated local switching systems to the BellSouth SS7 network:

6.4.1.1.1 An A-link interface from KMC Data local switching systems; and,

6.4.1.1.2 A B-link interface from KMC Data local STPs.

6.4.1.2 Each type of interface shall be provided by one (1) or more layers of signaling links.

6.4.1.3 The SPOI for each link shall be located at a cross connect element in the central office where the BellSouth STP is located.

6.4.1.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

6.4.1.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

6.4.2 Message Screening

6.4.2.1 BellSouth shall set message screening parameters so as to accept/send valid messages from KMC Data local or tandem switching systems destined to/from any signaling point within BellSouth's SS7 network where the KMC Data switching system has a valid signaling relationship.

6.4.2.2 BellSouth shall set message screening parameters so as to accept/send valid messages from KMC Data local or tandem switching systems destined to/from any signaling point or network accessed through BellSouth's SS7 network where the KMC Data switching system has a valid signaling relationship.

6.4.3 SCPs/Databases

6.4.3.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability (LNP), Line Information Database (LIDB), Toll Free Number Database, Automatic Location Identification/Data Management System (ALI/DMS), and Calling Name Database (CNAM). BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

6.4.3.2 An SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

6.4.4 Technical Requirements for SCPs/Databases

6.4.4.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

6.4.4.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

6.4.4.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

6.5 LNP Database

6.5.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

6.6 SS7 Network Interconnection

6.6.1 SS7 Network Interconnection is the interconnection of KMC Data local STPs or KMC Data local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, KMC Data local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.

6.6.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and KMC Data or other third party switching systems with A-link access to the BellSouth SS7 network.

6.6.3 If traffic is routed based on dialed or translated digits between a KMC Data local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (e.g., Automatic Callback, Automatic Recall, and Screening List Editing) between the KMC Data local STPs and BellSouth or other third-party local switch.

6.6.4 SS7 Network Interconnection shall provide:

6.6.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

6.6.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

6.6.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

6.6.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or database, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a KMC Data local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of KMC Data local STPs, and shall not include SCCP Subsystem Management of the destination.

6.6.6 SS7 Network Interconnection shall provide all functions of the ISDNUP, as specified in ANSI T1.113.

6.6.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

6.6.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

6.6.9 Interface Requirements

6.6.9.1 The following SS7 Network Interconnection interface options are available to connect KMC Data or KMC Data-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

6.6.9.1.1 A-link interface from KMC Data local or tandem switching systems; and

6.6.9.1.2 B-link interface from KMC Data STPs.

6.6.9.2 The SPOI for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

6.6.9.3 BellSouth shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

6.6.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references. BellSouth does not have the capability to support any of the VoIP interfaces at the present time but is willing to negotiate new protocol interfaces IAW 7.7.8.

6.6.9.5 BellSouth shall set message screening parameters to accept messages from KMC Data local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the KMC Data switching system has a valid signaling relationship.

6.7 Rate Categories And Applications

6.7.1 Message Charges

6.7.1.1 Message charges, as set forth in Section 6.7.1.3 below, are assessed based on the type of message protocol, ISUP or TCAP. ISUP messages are associated with call set-up, while TCAP messages are used to query call related databases. ISUP message charges are assessed per terminating and originating call set-up request and TCAP message charges are assessed per data request.

6.7.1.2 Message charges do not apply for TCAP messages switched by the regional STPs to the BellSouth provided 800 Data Base, LIDB or LNP Database. Query charges are assessed in lieu of message charges. Query charges for 800 Data Base are described in Section 6.8.5 below. When TCAP messages are destined for a foreign database, including a non-company provided LNP Database, message charges are assessed in lieu of query charges.

6.7.1.3 Message charges are assessed in the following manner:

6.7.1.3.1 Signal Formulation

6.7.1.3.1.1 An ISUP Signal Formulation charge is assessed, per call set-up request, for terminating and originating formulating signaling messages in association with call set-up.

6.7.1.3.2 Signal Transport

6.7.1.3.2.1 An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to and from the Company STP in association with call set-up.

6.7.1.3.2.2 A TCAP Signal Transport charge is assessed per data request transported to a BellSouth STP and destined for a foreign database.

6.7.1.3.3 Signal Switching

6.7.1.3.3.1 An ISUP Signal Switching charge is assessed per call set-up request that is switched at the Company STP for terminating and originating messages.

6.7.1.3.3.2 A TCAP Signal Switching charge is assessed for each data request that is switched by the Company STP and destined for a foreign network or database.

6.7.1.3.4 Query Charges

6.7.1.3.4.1 Query charges apply for queries to the Company LIDB and the LNP Database. When query charges apply for access to a Company provided database, message charges are not assessed. LIDB Query Charges are described in 6.8.3, following and the LNP Database Query Charge is described in Section 6.8.4 following.

6.7.1.4 TCAP Bill and Keep

6.7.1.4.1 The Parties agree to treat signaling messages, signaling ports, and signaling links associated with local calls on a bill and keep basis.

6.7.1.4.2 KMC Data and BellSouth agree that BellSouth will bill KMC Data for signaling links, signaling ports, and signaling messages associated with interstate calls and with intrastate non-local calls in accordance with BellSouth's interstate and intrastate tariffs.

6.7.1.4.3 Beginning on the Effective Date of this Agreement and continuing until KMC Data implements a system that is capable of counting the total number of signaling messages that traveled over facilities connecting KMC Data's CCS7 network and BellSouth's CCS7 network, BellSouth agrees that for the purposes of billing BellSouth for signaling messages for any given month, KMC Data may use the total number of signaling messages that BellSouth's signaling bill to KMC Data indicates have traveled over facilities connecting KMC Data's CCS7 network and BellSouth's CCS7 network for that same month. When KMC Data implements a system that is capable of counting the total number of signaling messages that travel over facilities connecting KMC Data's CCS7 network and BellSouth's CCS7 network, KMC Data will use the number of signaling messages counted by such system for the purposes of billing BellSouth for signaling messages, subject to BellSouth's right to contest the accuracy of the number of signaling messages counted by such system.

6.7.1.4.4 For the purposes of billing BellSouth for signaling messages, KMC Data will apply the Signaling Percent Interstate Usage/Signaling Percent Local Usage (SPIU/SPLU) provided by BellSouth (which can, at BellSouth's option, be the same as the Percent Interstate Usage/Percent Local Usage (PIU/PLU) that

BellSouth provides for minutes of use) to the number of messages calculated pursuant to Paragraph 6.8.1.4.3 above.

6.8 RATES AND CHARGES ASSOCIATED WITH SS7

6.8.1	Message Charge for ISUP Messages	RATE
	Per signaling message	Bill & Keep

6.8.2	Message Charge for TCAP Messages	RATE
	Per signaling message	Bill& Keep

6.8.3 LIDB Service

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

6.8.4 LNP Database Service

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

Negotiated Rates Pursuant to a Separate Agreement for All Others

6.8.5 800 Database Service

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

7. FORECASTING FOR TRUNK PROVISIONING

7.1 Within six (6) months after execution of this Agreement, KMC Data shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. BellSouth shall then provide to KMC Data reciprocal trunking forecasts. BellSouth's reciprocal trunking forecasts will be based upon information provided by KMC Data in the initial forecast. If KMC

Data refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth. After the exchange of each Party's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

7.2 The Parties shall use best efforts to make the initial and annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.

7.3 At a minimum, the joint forecast shall include the projected quantity of Transit Trunks, KMC Data-to-BellSouth one-way trunks (KMC Data Trunks), BellSouth-to-KMC Data one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-bound Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities

7.4 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for KMC Data 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 two-six (2-6) code and forecasted trunks in service each year (cumulative).

7.5 Once initial interconnection trunk forecasts have been developed, KMC Data shall continue to provide interconnection trunk forecasts on an annual basis or at otherwise mutually agreeable intervals. KMC Data shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to exchange Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 7.1 above.

7.6 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the

trunk order is submitted and the provisioning Party shall not be responsible for a lack of interconnection trunks provided that the provisioning Party can establish that best efforts and good faith have been exercised. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

8. **TRUNK UTILIZATION**

8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group (Reciprocal Final Trunk Groups), BellSouth and KMC Data 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 one hundred twenty (120) days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of KMC Data's forecast, KMC Data shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

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

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

8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, BellSouth and KMC Data shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within one hundred twenty (120) days of the installation of the BellSouth two (2)-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 one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of KMC Data's forecast, KMC Data shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

8.2.1 BellSouth's LISC will notify KMC Data of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated KMC Data interface. KMC Data will provide concurrence with the disconnection in ten (10) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which KMC Data expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with KMC Data to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, KMC Data will issue disconnect orders to BellSouth. The due date of these orders will be thirty (30) calendar days after KMC Data was first notified in writing of the underutilization of the trunk groups, unless otherwise agreed to by the Parties.

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

9. INTERFERENCE OR IMPAIRMENT

9.1 As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

9.2 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

9.3 BellSouth will use best efforts to provide KMC Data with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, KMC Data may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact KMC Data and such information is reasonably necessary for KMC Data to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide KMC Data with as much notice as is reasonably possible concerning the changed schedule.

9.4 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact KMC Data, BellSouth shall use best efforts to provide KMC Data with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, KMC Data may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact KMC Data and such information is reasonably necessary for KMC Data to identify and analyze potential risks associated with such maintenance.

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

9.6 Once KMC Data determines that there is an outage that encompasses either a particular section of the network or the whole network, then KMC Data shall generate a trouble ticket to the CISC. After issuing the trouble ticket, KMC Data will notify the appropriate BellSouth representative in the CISC via telephone. KMC Data may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with KMC Data to determine the appropriate steps to resolve such outage. Additionally, KMC Data will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage.

9.7 A "Global Outage" is an outage as defined as set forth in 47 C.F.R. § 63.100, including but not limited to trunk group outages. BellSouth will provide initial notification to KMC Data of a Global Outage in accordance with BellSouth's Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, KMC Data may contact the CISC via normal procedures (e.g., electronic mail, phone, etc.) to request further information, including but not limited to the method used to restore service and steps taken to prevent the recurrence of the incident. BellSouth will provide such information in a written report to KMC Data as soon as such information is available to BellSouth and no later than thirty (30) days following the Global Outage. The aforementioned written report shall include the following information where available:

- Reporting Carrier
- Date Of Incident
- Time Of Incident
- Geographic Area Affected
- Types Of Services Affected
- Outage Duration
- Background Of The Incident
- Direct Cause
- Root Cause
- Methods Used To Restore Service
- Steps Taken To Prevent Recurrence Of The Incident

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

10.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by applicable FCC or Commissions rules and orders. Additionally, Local Traffic includes any cross boundary, intrastate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.

10.2 ISP-bound Traffic is defined as a call to an information service provider/enhanced service provider or Internet Service Provider (ISP) that is dialed by using a local dialing pattern (seven (7) or ten (10) digits).

10.3 For the per minute of use rate elements associated with Call Transport and Termination, the Parties shall compensate each other at the composite rate of $0.0007 for Local Traffic and ISP-bound Traffic subject to the ceiling on minutes of use as set forth below.

10.3.1 For ISP-bound Traffic exchanged from February 1, 2004 through the Expiration Date of this Agreement, compensation as set forth above shall be billed by the terminating Party to the originating Party on the ISP-bound minutes up to a ceiling of ISP-bound minutes, which shall be calculated as set forth in the ISP Order on Remand. The Parties shall exchange data to determine the appropriate volume of minutes to be utilized.

10.3.2 In the event that the Parties disagree as to the amount of minutes utilized to calculate the ceiling on minutes of use as described herein, the Parties will assign representatives to identify the cause of such discrepancy and determine if the parties can mutually agree as to the appropriate ceiling on minutes of use. In the event that the Parties are unable to reach agreement, either Party may pursue resolution through the Dispute Resolution process set forth in this Agreement.

10.3.3 Any ISP-bound Traffic that exceeds the minute of use ceiling set forth above shall be exchanged on a bill and keep basis.

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

10.5 The appropriate composite rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and the appropriate elemental rates for Multiple Tandem Access shall apply as described in this Attachment.

10.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

10.7 The Parties have been unable to agree as to whether non-ISP bound Virtual NXX Traffic constitutes Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of non-ISP-bound Virtual NXX Traffic, the Parties agree to amend this Agreement in accordance with the General Terms and Conditions to this Agreement to abide by any effective and applicable FCC and Commission rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

10.7.1 The Parties have been unable to agree on the treatment of calls where KMC Data assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to KMC Data customers physically located outside of that LATA and such customers are Internet Service Providers (ISPs). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the treatment of such calls, the Parties agree that, for purposes of this Agreement, traffic delivered to a customer that is an ISP physically located outside of such LATA shall be considered ISP-bound Traffic as defined in this Attachment.

10.8 Jurisdictional Reporting

10.8.1 PLU. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Local Traffic and ISP-bound Traffic shall be treated as Local for purposes of calculating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10.8.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Local Traffic and ISP-bound Traffic shall be treated Local for the purposes of calculating the PLF. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.

10.8.3 PIU. Each Party shall report to the other the projected PIU factor. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide.

10.8.4 In Lieu of Jurisdictional Factors Reported. Notwithstanding the provisions in Sections 10.3.1, 10.3.2, and 10.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated

as defined in this Agreement, such information may, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors, in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least thirty (30) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data.

10.8.4.1 Upon the request of the originating Party, the terminating Party shall provide supporting data for the jurisdictional factors proposed by the terminating Party to be used in lieu of those reported by the originating Party. The originating Party shall have thirty (30) days to consent or object to the proposed replacement of reported factors. If the originating Party consents or fails to respond within thirty (30) days, the terminating Party may proceed with the replacement of factors effective at the beginning of the calendar quarter. If the originating Party objects to the proposed replacement of reported factors, the Parties shall proceed as set forth below.

10.8.4.2 Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 10.8.4 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 10.8.5 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. While such a dispute is pending, factors reported by the originating Party shall remain in place, unless the Parties mutually agree otherwise.

10.8.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the jurisdictional reporting factors as reported or utilized pursuant to this Attachment 3 to ensure the proper billing of traffic. BellSouth and KMC Data shall retain records of call detail for a minimum of nine months from which the jurisdictional reporting factors 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. The Parties shall use commercially reasonable efforts to complete audits in as timely a manner as possible. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The jurisdictional reporting factors 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 jurisdictional reporting factors by twenty

percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

10.9 Compensation for 8XX Traffic

10.9.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate Access Services Tariff or BellSouth FCC No. 1 Tariff. KMC Data will pay BellSouth the database query charge as set forth in the BellSouth intrastate Access Services Tariff or BellSouth FCC No. 1 Tariff as applicable.

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

10.9.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to KMC Data requires interconnection from KMC Data to BellSouth's 8XX SCP. Such interconnections shall be established pursuant to BellSouth's CCS Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. KMC Data shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that KMC Data desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's intrastate Access Services Tariff.

10.10 Mutual Provision of Switched Access Service

10.10.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), and 900 access. Switched Access Traffic does not include Local Traffic and ISP-bound Traffic originated by one Party and terminated by the other.

10.10.2 Voice-Over-Internet-Protocol (VoIP) Transmissions. The Parties have been unable to agree as to whether "Voice-Over-Internet-Protocol" transmissions, which cross LATA boundaries constitute Switched Access Service Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VoIP, the Parties agree to amend this Agreement in accordance with the General Terms and Conditions to this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

10.10.3 If the BellSouth customer chooses KMC Data as their presubscribed interexchange carrier, or if the BellSouth customer uses KMC Data as an interexchange carrier

on a 101XXXX basis, BellSouth will charge KMC Data the appropriate BellSouth tariff charges for originating switched access services.

10.10.4 When one (1) Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an IXC by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. To the extent either party is providing the tandem function, that party (i.e., Initial Billing Company) agrees to provide to the other company (i.e., Subsequent Billing Company), as defined in MECAB, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.

10.10.5 In the event that the Initial Billing Party, as defined herein, was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party within ninety (90) days after the recording date and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a reasonable and nondiscriminatory timeframe and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in General Terms and Conditions.

10.10.6 The Initial Billing Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data. Initial Billing Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

10.10.7 Initial Billing Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

10.10.8 All claims for unbillable or uncollectible revenue should be filed with the Initial Billing Company within one hundred twenty (120) days of the date the receipt of the usage record.

10.10.9 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic Services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 10.8.5 above shall govern.

10.11 Transit Traffic

10.11.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-bound Transit Traffic shall be as set forth below:

10.11.1.1 The composite rate of $0.0025 per minute of use will apply from the Effective Date of the Agreement through March 31, 2006.

10.11.1.2 Beginning April 1, 2006 the composite rate of $0.0030 per minute of use will apply.

10.11.1.3 Neither party may invoke Section 17.4 of the Modification of Agreement in General Terms and Conditions until January 1, 2007, after which either Party may pursue the Modification of Agreement process to prospectively incorporate the applicable rate for a state ordered by that Commission.

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

10.11.3 Traffic between KMC Data and Wireless Type 1 third parties or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as

BellSouth-originated traffic and BellSouth shall compensate KMC Data for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment, until such time as BellSouth can provide the records necessary to identify the Wireless Type 1 third party or the third party CLEC utilizing BellSouth switching.

10.11.4 Traffic between KMC Data and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as BellSouth-originated traffic and BellSouth shall compensate KMC Data for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.

10.11.5 Traffic between BellSouth and Wireless Type 1 third parties or a third party CLEC utilizing KMC Data switching shall not be treated as Transit Traffic from a routing or billing perspective. Such traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing KMC Data switching shall be treated as KMC Data-originated traffic and KMC Data shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic or Switched Access Traffic in accordance with the terms of this Attachment.

10.11.6 Traffic between BellSouth and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until KMC Data and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as KMC Data-originated traffic and KMC Data shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.

10.11.7 BellSouth agrees to deliver Transit Traffic originated by KMC Data to the terminating carrier; provided, however, that KMC Data 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 KMC Data for transiting KMC Data-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by KMC Data, KMC Data shall reimburse BellSouth for all charges paid by BellSouth, provided

that BellSouth notifies KMC Data and, upon request, provides KMC Data with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will use commercially reasonable efforts to provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies. Once KMC Data reimburses BellSouth for any such payments, any disputes with respect to such charges shall be between KMC Data and the terminating third party carrier. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

10.11.8 Except for as provided otherwise in this Attachment, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

10.11.9 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

10.12 Exchange of Traffic Subject to Primary Toll Provider Arrangements

10.12.1 Where BellSouth is the primary intraLATA toll provider for an ICO's customers (i.e., BellSouth receives from the ICO the intraLATA toll revenue paid by the customers) and where such ICO originates an intraLATA toll call that transits BellSouth's network and is terminated by KMC Data, BellSouth and KMC Data will work cooperatively together to determine the appropriate amount of usage to be paid by BellSouth for such traffic. BellSouth shall route such traffic over transit traffic trunk groups, where technically feasible, and will pass appropriate OLI associated with these calls, where technically feasible. KMC Data will bill BellSouth at KMC Data's intrastate switched access rate as set forth in KMC Data's access tariff as filed and effective with the Commission or non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.12.2 Where KMC Data originates traffic that transits BellSouth's network and it is terminated by an ICO and where the ICO asserts that it has a legal right to charge BellSouth switched access for the termination of such traffic and charges BellSouth switched access for such traffic, which BellSouth pays to the ICO, KMC Data agrees to reimburse BellSouth for the actual charges assessed by the ICO to BellSouth (and paid by BellSouth) for the KMC Data originated calls. All reimbursement billing by BellSouth to KMC Data shall be covered by the Billing Dispute provisions of this Agreement. This provision does not apply when KMC

Data has a direct relationship with the ICOs and has notified BellSouth of said relationship.

10.12.3 KMC Data and BellSouth agree to conduct a semi-annual true-up in order to adjust for the appropriate ICO transit usage to be billed to or paid by each party.

10.13 Misrouting of Traffic.

10.13.1 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 above, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

10.13.2 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.

10.13.3 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.

10.14 Records Exchange

10.14.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11. FRAME RELAY SERVICE INTERCONNECTION

11.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network-to-network Interconnection arrangement between BellSouth's and KMC Data's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which KMC Data is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between KMC Data and BellSouth Frame Relay Switches in the same LATA.

11.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.

11.3 Upon the request of either Party, such interconnection will be established where BellSouth and KMC Data have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

11.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

11.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

11.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).

11.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).

11.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, KMC Data may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies KMC Data that it has found that this method does not adequately represent the PLCU.

11.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero (0).

11.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and KMC Data will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's FCC No. 1 Tariff. KMC Data will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of KMC Data's PLCU.

11.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's FCC No. 1 Tariff. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and KMC Data will pay, the total nonrecurring and

recurring charges for the NNI port. KMC Data will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by KMC Data's PLCU.

11.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

11.8 For the PVC segment between the KMC Data and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's FCC No. 1 Tariff.

11.9 Compensation for PVC rate elements will be calculated as follows:

11.9.1 If KMC Data orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the KMC Data Frame Relay switch, BellSouth will invoice, and KMC Data will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and KMC Data Frame Relay switches. If the VC is a Local VC, KMC Data will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to KMC Data for the PVC segment.

11.9.2 If BellSouth orders a Local VC connection between a KMC Data subscriber's PVC segment and a PVC segment from the KMC Data Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and KMC Data will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and KMC Data Frame Relay switches. If the VC is a Local VC, KMC Data will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to KMC Data for the PVC segment.

11.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth FCC No. 1 Tariff.

11.9.4 If KMC Data requests a change, BellSouth will invoice and KMC Data will pay a Feature Change charge for each affected PVC segment.

11.9.4.1 If BellSouth requests a change to a Local VC, KMC Data will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

11.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three (3) times the port speed, or not more than six (6) times the port speed on a DS3 NNI port.

11.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth FCC No. 1 Tariff.

11.10 KMC Data will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 11.5.3 above.

11.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth intrastate Access Services tariffs or Section 2 of BellSouth's FCC No.1 Tariff.

12. BASIC 911 AND E911 INTERCONNECTION

12.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

12.2 Basic 911 Interconnection. BellSouth will provide to KMC Data a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10)-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. KMC Data will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. KMC Data will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, KMC Data will be required to begin using E911 procedures.

12.3 E911 Interconnection. KMC Data shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Megabits (Mbps)) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. KMC Data will be required to provide BellSouth daily updates to the E911 database. KMC Data will be required to forward 911 calls to the appropriate E911 tandem

along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, KMC Data will be required to route the call to a designated seven (7)-digit or ten (10)-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. KMC Data shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

12.4 Rates. Recurring and nonrecurring rates associated with trunk groups for 911 service are as set forth in Section 3.3.1above.

12.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, found at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/e911/html/gcuge001/index.htm.

Exhibit B

Basic Architecture

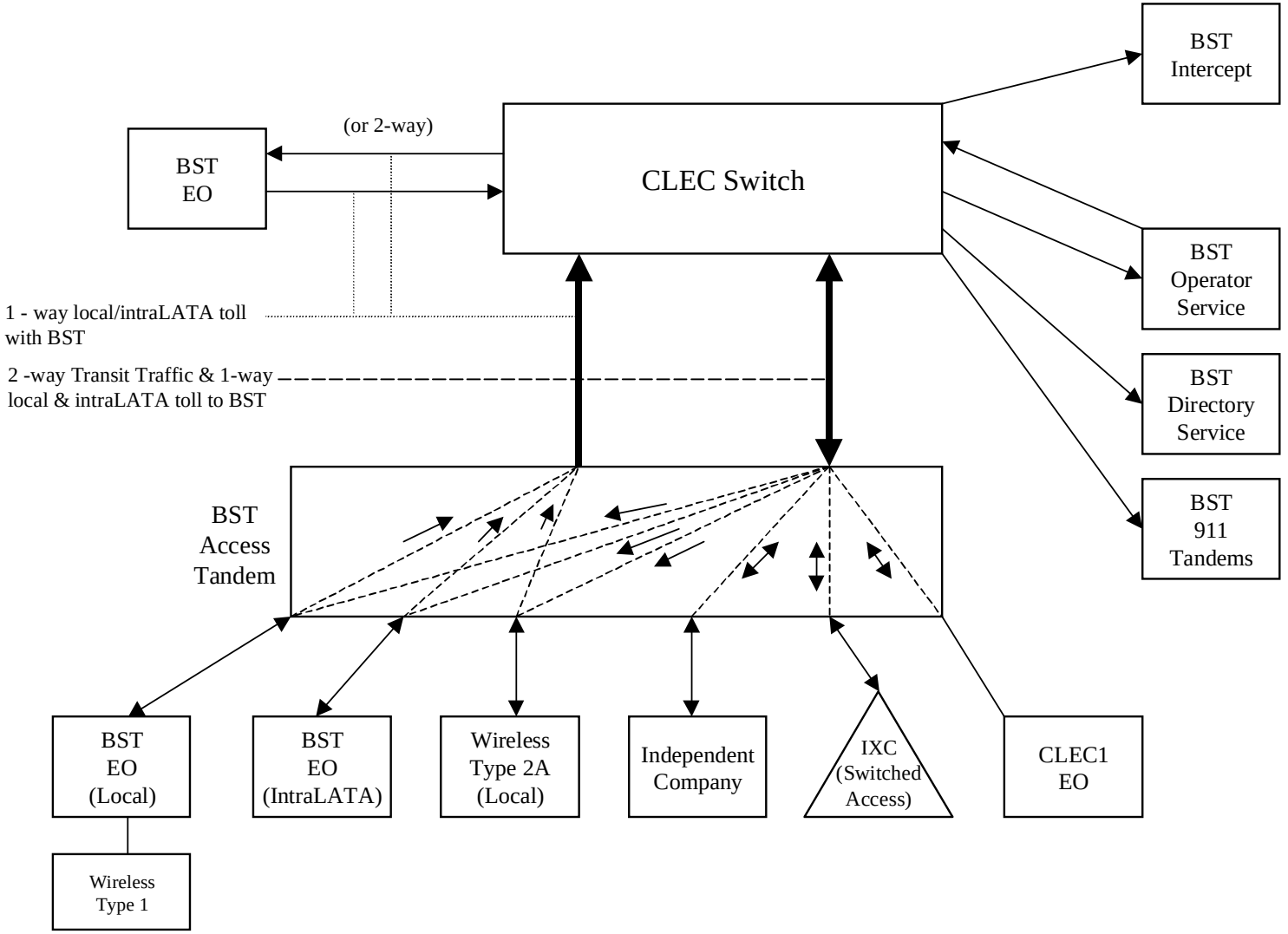


Exhibit C

One-Way Architecture

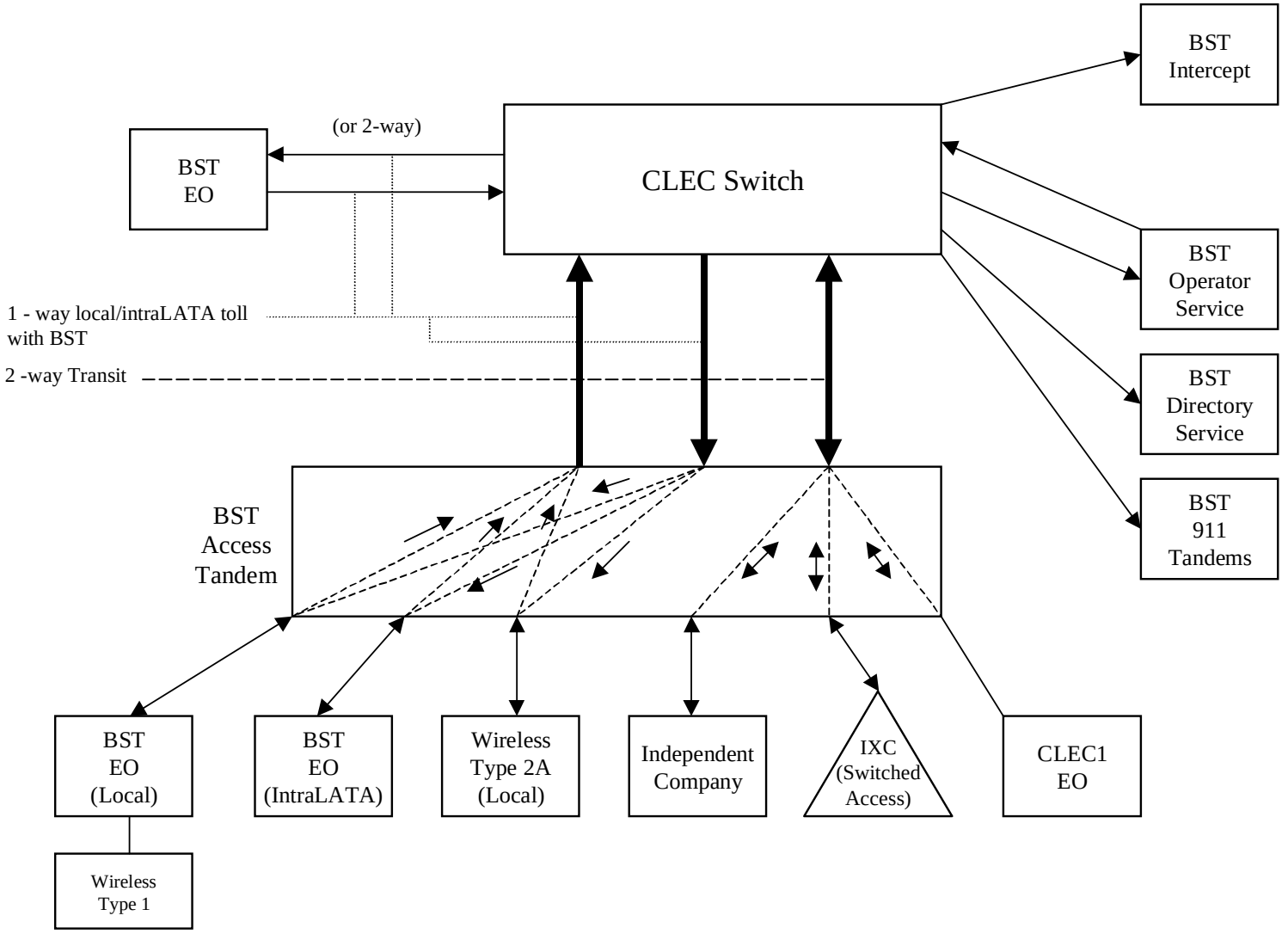


Exhibit D

Two-Way Architecture

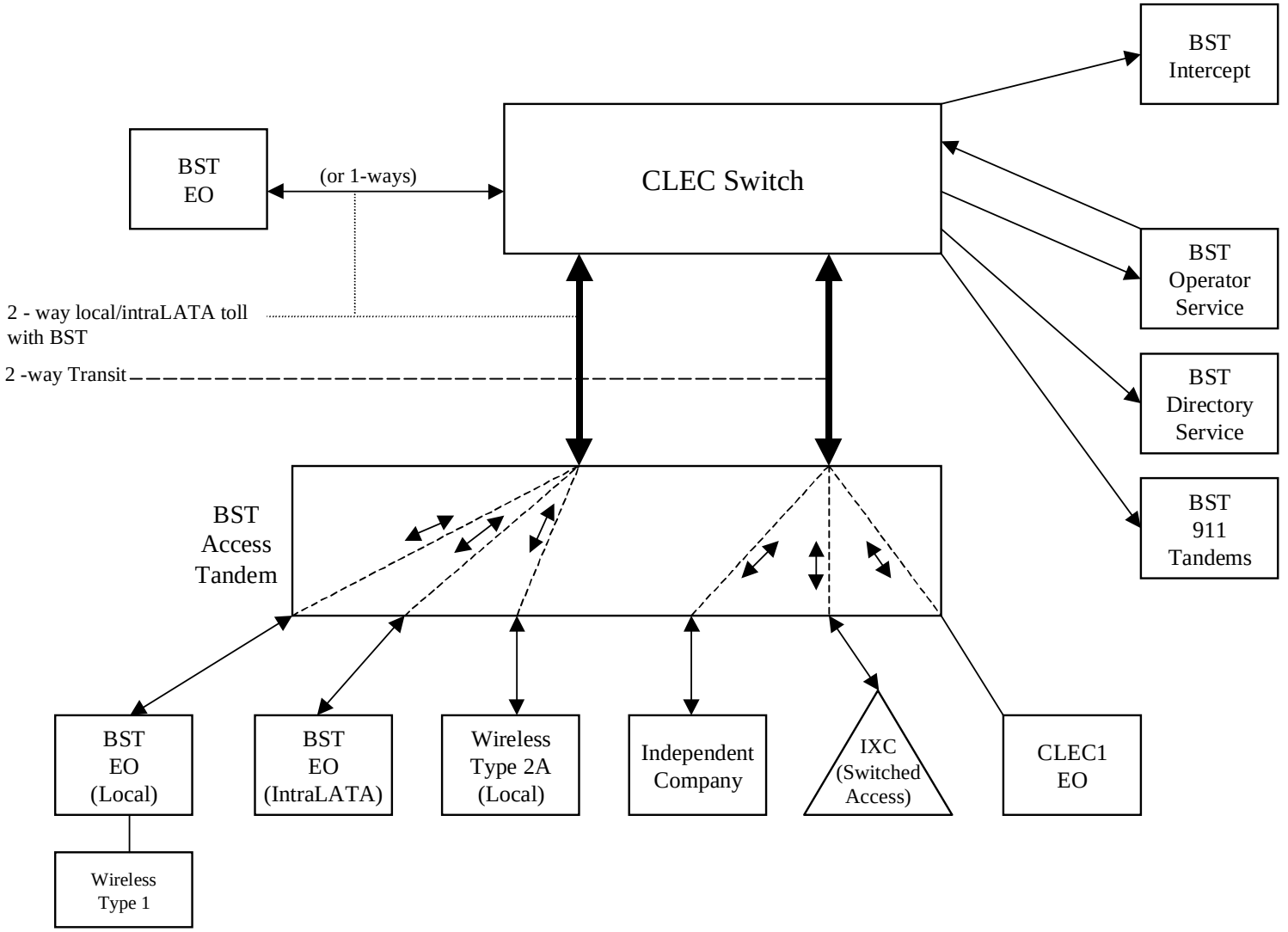
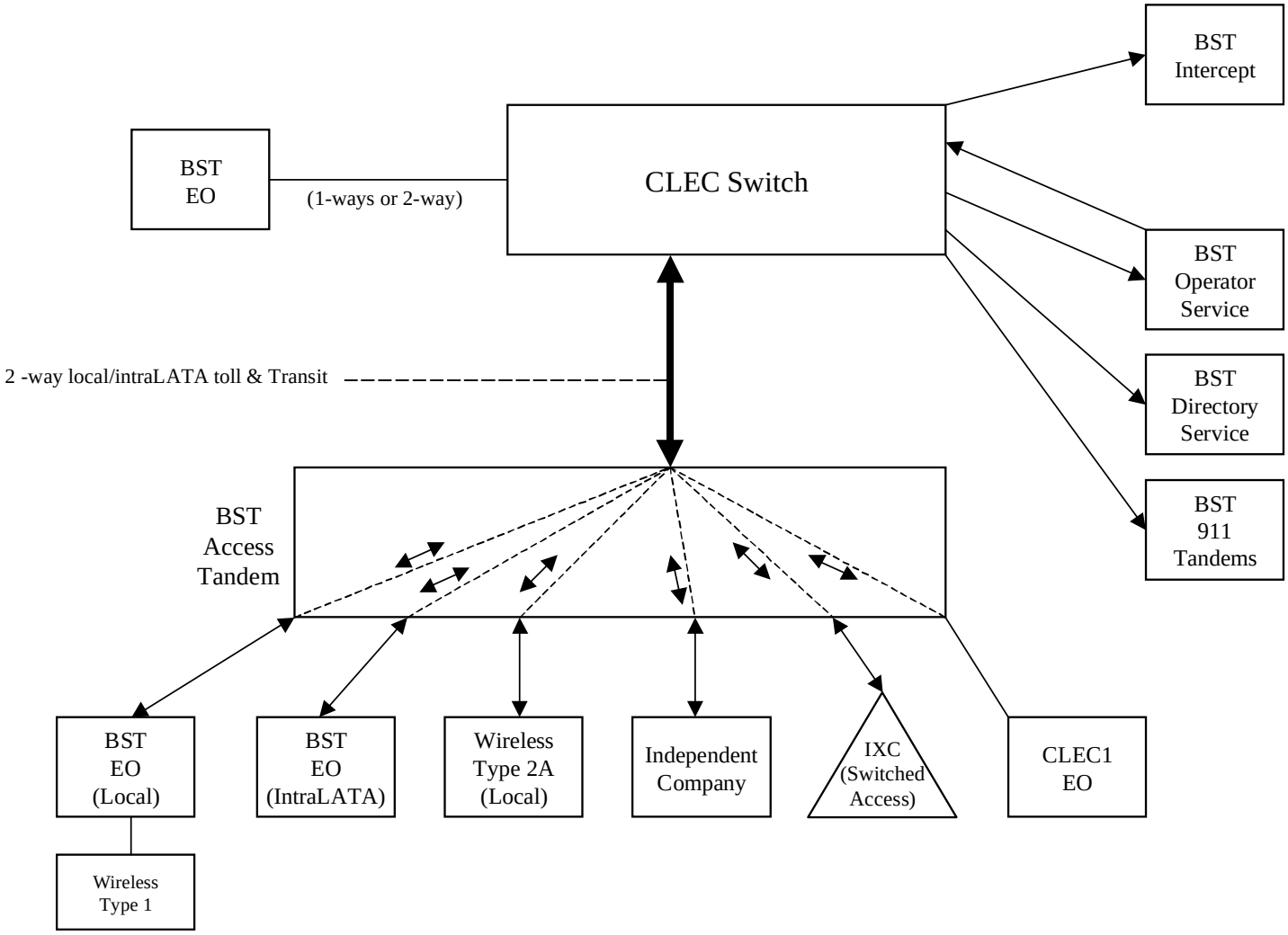


Exhibit E

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	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					0.0004980bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000498										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.12								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					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			OHM	1L5NF	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET																
		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	101.06	91.04	62.57	10.54	9.79						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility					15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Usage, Per TCAP Message					0.0000569										

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	SOMAN
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Usage, Per ISUP Message					0.0000142										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
	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	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					0.0006019bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006019										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000035bk										
		Common Transport - Facilities Termination Per MOU					0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			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 Tranport - 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			OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			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																
		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								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
		CCS7 Signaling Usage, Per TCAP Message					0.0000607										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31						

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	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Usage, Per ISUP Message					0.0000152										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
	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	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					0.0004086bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004086										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000027bk										
		Common Transport - Facilities Termination Per MOU					0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.62	54.43	46.395	13.365						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88						
	LOCAL INTERCONNECTION MID-SPAN MEET																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605						
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.80										
		CCS7 Signaling Usage, Per TCAP Message					0.0000527										
		CCS7 Signaling Connection, Per link (A link) (same as E.3.1)			UDB	TPP6A	8.73	34.77	34.77	16.91	16.91						

LOCAL INTERCONNECTION - Georgia														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link) (same as E.3.1)			UDB	TPP6B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per link (A link) (same as E.3.1)			UDB	TPP9A	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection-B link(also known as D link) per month (same as E.3.1)			UDB	TPP9B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					0.0000132										
		CCS7 Signaling Usage Surrogate, per link			UDB	STU56	907.44										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.15	28.15	33.32	33.32						
	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 - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	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					0.0006772bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006772										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000030bk										
		Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
		CCS7 Signaling Usage, Per TCAP Message					0.0000656										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						

LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						
		CCS7 Signaling Usage, Per ISUP Message					0.0000164										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
	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 - 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	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					0.0005507bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005507										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	8.15								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	8.15								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000032bk										
		Common Transport - Facilities Termination Per MOU					0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62								
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
		CCS7 Signaling Usage, Per TCAP Message					0.000064										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	15.77	34.50	34.50								

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	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50								
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	15.77	34.50	34.50								
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	15.77	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								
		CCS7 Signaling Usage, Per ISUP Message					0.000016										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.10										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
	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 - Mississippi														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	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					0.0005379bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0005379										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000026bk										
		Common Transport - Facilities Termination Per MOU					0.0004541bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
	LOCAL INTERCONNECTION MID-SPAN MEET																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21										
		CCS7 Signaling Usage, Per TCAP Message					0.0000597										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						

LOCAL INTERCONNECTION - Mississippi														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Usage, Per ISUP Message					0.0000149										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
	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 - North Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	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					0.0012000bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0012										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.55	8.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000100bk										
		Common Transport - Facilities Termination Per MOU					0.0003400bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0282										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.00	137.48	52.58								
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0282										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.40	137.48	52.58								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0282										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.40	137.48	52.58								
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.5753										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	71.29	217.17	163.75								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	12.98										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	720.38	794.94	579.55								
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	11.24	553.80	89.69								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	12.03	562.23	92.67								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	27.05	534.48	462.69								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	298.92	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET																
		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	146.69	197.78	140.06								
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40								
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	18.22	278.02	278.02								
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	18.22	278.02	278.02								

LOCAL INTERCONNECTION - North Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	18.22	278.02	278.02								
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	18.22	278.02	278.02								
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	18.22	278.02	278.02								
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	18.22	278.02	278.02								
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.83										
		CCS7 Signaling Usage, Per ISUP Message					0.00004										
		CCS7 Signaling Usage, Per TCAP Message					0.00009										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	338.98										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00								
	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 - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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					0.0007360bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000045bk										
		Common Transport - Facilities Termination Per MOU					0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET																
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
		CCS7 Signaling Usage, Per TCAP Message					0.0000692										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48						

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Usage, Per ISUP Message					0.0000173										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65						
	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 - 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	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					0.0009778bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009778										
		Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					0.0000064bk										
		Common Transport - Facilities Termination Per MOU					0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			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 Tranport - 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			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	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																
		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	14.51	13.46						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
		CCS7 Signaling Usage, Per TCAP Message					0.0000916										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	20.35	13.32	13.32

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	20.35	13.32	13.32
		CCS7 Signaling Usage, Per ISUP Message					0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32	13.32
	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.																

BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003

Table of Contents

Revisions

Issue 1.0

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

Issue 2.0

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

Issue 3.0

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

Issue 4.0

Added Clarification concerning reporting of SPIU Factor and added language describing SPLU Factor and calculation of intrastate of non-local traffic – issued on October 17, 2002.

Issue 5.0

Revised the e-mail address that is utilized to report jurisdictional factors by electronic mail – issued on December 3, 2003.

BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage
PLU - Percent Local Usage
PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Juridictional Factor Report* that is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\textit{Total Interstate MOUs}}{\textit{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\textit{Total Local Terminating MOUs}}{\textit{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\textit{Total Local Terminating MOUs}}{\textit{(Total Terminating MOUs) x (1-TPIU)}}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* **(**see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the Bellsouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\textit{Total Local MOUs}}{\textit{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\textit{Total Local Minutes}}{\textit{(Total Minutes) x (1-PIUE)}}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportions all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to 1 – TPIU. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally ***interstate*** as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally ***local*** as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, ***non-local traffic,*** consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier's signaling messages will be billed as ***interstate.***
Of the remaining **20%,** 60% of the 20% (.60 x .20 = .12), **12%** will be billed as ***local***.

And, the final **8%** will be billed as ***intrastate, non-local.***

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\textit{Number of Local Queries}}{\textit{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\textit{Number of Interstate Queries}}{\textit{(Total Number of Queries) – (Number of Local Queries)}}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.

Attachment 4

Collocation

COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when KMC Data is collocated as a sole occupant or as a Host within a BellSouth premises location pursuant to this Attachment. BellSouth premises include BellSouth Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities; all structures that house BellSouth facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to BellSouth's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). BellSouth Remote Site Locations (Remote Site Locations) include cabinets, huts and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. If the Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform KMC Data if a Premises is leased when special considerations and/or intervals may be applicable.

1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to KMC Data at rates, terms and conditions no less favorable to KMC Data than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.

1.3 Right to Occupy. BellSouth shall offer to KMC Data collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow KMC Data 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 KMC Data and agreed to by BellSouth (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.

1.4 Space Reservation.

1.4.1 Neither BellSouth nor any of BellSouth's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 below.

1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by KMC Data may contemplate a request for space sufficient to accommodate KMC Data's growth within a twenty-four (24) month period.

1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by KMC Data may contemplate a request for space sufficient to accommodate KMC Data's growth within an eighteen (18) month period.

1.5 Space Allocation. BellSouth shall use best efforts to accommodate KMC Data's requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not (a) materially increase KMC Data's cost or materially delay KMC Data's occupation and use of the Collocation Space**,** (b) assign Collocation Space that will impair the quality of service or otherwise limit the service KMC Data wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises**.** Consistent with the foregoing, BellSouth shall assign KMC Data collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.6 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. KMC Data will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.7 Virtual Collocation Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible**.**

1.8 Use of Space. KMC Data shall use the Collocation Space for the purposes of installing, maintaining and operating KMC Data's equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.

1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.

1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by KMC Data in its Application, as affirmed by the Bona Fide Firm Order (BFFO) or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support KMC Data's request(s) pursuant to this Agreement.

2. Space Availability Report

2.1 Upon request from KMC Data and at the KMC Data'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 KMC Data.

2.1.1 The request from KMC Data for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.1.1 If KMC Data is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, KMC Data may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, KMC Data should submit to BellSouth a Remote Site Interconnection Request (the Request) for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. KMC Data should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee as set forth in Exhibit B.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) days of the receipt of such a request. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify KMC Data and inform KMC Data of the timeframe under which it can respond.

2.2 Remote Site Information. Upon written request, BellSouth will provide KMC Data with the following information concerning BellSouth's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.

2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) days of KMC Data's request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by KMC Data, up to a maximum of thirty (30) wire centers per KMC Data request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) KMC Data agrees to pay the cost as set forth in Exhibit B.

3. Collocation Options

3.1 Cageless. BellSouth shall allow KMC Data to collocate KMC Data's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow KMC Data to have direct access to KMC Data's equipment and facilities in accordance with Section 5.19 below. BellSouth shall make cageless collocation available in single rack/ bay increments. Except where KMC Data'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, KMC Data must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At KMC Data's expense, KMC Data will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory Technical References (TRs) (Specifications), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. BellSouth will provide Specifications to its BellSouth Certified Suppliers. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, KMC Data and KMC Data's BellSouth Certified Supplier must comply with the more stringent local building code requirements. KMC Data'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 KMC Data and provide, at KMC Data's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for KMC Data's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. KMC Data's BellSouth Certified Supplier shall bill KMC Data directly for all work performed for KMC Data pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC Data's BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for KMC Data.

3.2.1 BellSouth may elect to review KMC Data's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify KMC Data of its desire to execute this review in BellSouth's response to the Initial Application, if KMC Data has indicated its desire to construct its own enclosure. If KMC Data'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) days after the Firm Order date. BellSouth shall complete its review within fifteen (15) days after the receipt of KMC Data's plans and specifications. Regardless of whether or not BellSouth elects to review KMC Data'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 KMC Data'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) days after receipt of written notification of completion of the enclosure from KMC Data. BellSouth may require KMC Data to remove or correct within seven (7) days, at KMC Data's expense, any structure that materially deviates fromKMC Data's plans and specifications or BellSouth's Specifications, if applicable**.** If KMC Data requests BellSouth to construct the enclosure or do any other work, KMC Data reserves the right to inspect the enclosure or work performed by BellSouth and review any plans or specifications related to the same.

3.3 Shared Caged Collocation. KMC Data may allow other telecommunications carriers to share KMC Data's caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by KMC Data (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 KMC Data or is located on property for which BellSouth holds an easement and such easement does not permit such an option for a Remote Site Location. BellSouth shall be notified in writing by KMC Data upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by KMC Data 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 KMC Data.

3.3.1 KMC Data, 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 KMC Data with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, BellSouth will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, KMC Data shall be the responsible party to

BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from KMC Data to use KMC Data's ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 KMC Data 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 KMC Data's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's, its employees' or agents' negligence, gross negligence, or willful misconduct.

3.3.4 In making shared caged arrangements available, whether or not KMC Data serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.

3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent BellSouth is permitted to offer shared collocation at Remote Site locations by property or easement owners, BellSouth will permit shared cageless collocation at such locations, where technically feasible, and space is available.

3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by KMC Data and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, KMC Data shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates**,** terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

3.5.1 If KMC Data requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, KMC Data 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, KMC Data and KMC Data's BellSouth Certified Supplier must comply with the more stringent local building code requirements. KMC Data's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. KMC Data's BellSouth Certified Supplier shall bill KMC Data directly for all work performed for KMC Data pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC Data's BellSouth Certified Supplier.

3.5.2 KMC Data must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review KMC Data's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure KMC Data's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from KMC Data for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to KMC Data's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of written notification of completion of the enclosure from KMC Data. BellSouth may require KMC Data to remove or correct within seven (7) days at KMC Data's expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.

3.5.3 KMC Data 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 KMC Data's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. KMC Data's BellSouth Certified Supplier shall be responsible, at KMC Data's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.

3.5.4 In the event that interior space in a BellSouth Premises becomes available, and subject to the provisions of Section 6.6 below, KMC Data may, at its option, relocate its

equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.

3.6 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC Data, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Services Tariff. BellSouth shall provide Virtual Collocation at the rates set forth in Exhibit B. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 or the Florida Access Services Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.

3.7.1 Virtual Collocation would occur when KMC Data provides and leases to BellSouth its transmission and other collocation equipment dedicated to KMC Data's use. KMC Data will be responsible for monitoring and controlling KMC Data's circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon KMC Data's request, KMC Data shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. KMC Data shall be responsible for all costs of the BellSouth Certified Supplier's installation of KMC Data's virtual collocation arrangement. KMC Data shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning KMC Data's virtual collocation space. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance may include the change out of electronic cards provided by KMC Data.

3.7.2 KMC Data may purchase the equipment from a third party, and is not required to purchase the equipment from BellSouth.

3.7.3 BellSouth will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in Exhibit B.

3.8 Remote Site Collocation. Remote Site Collocation is the placement of KMC Data owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the KMC Data or their approved

agent. The minimum amount of a Remote Site Collocation arrangement is one (1) bay/rack.

3.8.1 For equipment requiring special technical considerations, KMC Data must provide the equipment layout, including spatial dimensions for such equipment pursuant to the generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.2 and 3.8.3 below.

3.8.2 KMC Data may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group (CRSG), as follows:

3.8.2.1 Connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the BellSouth equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX (Digital System Cross Connect), feeder distribution interface, or LGX (Light Guide Cross Connect) panel in the Remote Site Location.

3.8.2.2 Connection of the KMC Data owned or leased entrance facilities into the Remote Site Collocation Space from KMC Data's own point of presence is permitted. However, BellSouth will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.

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

3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of KMC Data owned equipment and facilities in a BellSouth Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one (1) rack/bay. BellSouth will lease KMC Data's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. KMC Data's certified supplier will install the equipment in the rack/bay. BellSouth will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when KMC Data requests such work via a Service Order or Maintenance ticket.

3.9 Cross Connect. A cross-connect purchased pursuant to this Attachment shall connect the demarcation point associated with KMC Data's collocation arrangement to the UNEs purchased by KMC Data pursuant to Attachment 2 of this Agreement hereof or the interconnection facilities purchased by KMC Data pursuant to Attachment 3 of this Agreement hereof.

3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross-connects between KMC Data and another collocated telecommunications carrier other than BellSouth in the same

Premises. Where technically feasible, BellSouth will permit KMC Data to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with 47 C.F.R. § 51.323. Both KMC Data's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. KMC Data is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.10.1 KMC Datamay provision the CCXC using its own technicians**,** if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by KMC Data. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where KMC Data's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, KMC Data may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages.KMC Data 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. KMC Data shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX, or LGX. KMC Data is responsible for ensuring the integrity of the signal.

3.10.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by KMC Data via nonrecurring CCXC charges. If KMC Data has ordered a service that originates from its collocation space and terminates to another collocator's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using KMC Data specific connecting facility assignments (CFAs) provided by KMC Data and the other collocator at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross-connections to remain in service as provisioned and at the rates at which they were provisioned (grandfathered).

3.10.3 KMC Data 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. KMC Data 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 (2) contiguous caged collocation arrangements, KMC Data may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.

3.10.4 To request or self-provision CCXCs, KMC Data must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to KMC Data**.** If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.

3.10.5 If requested by KMC Data, BellSouth will provision additional cable racking, if insufficient capacity is available to support KMC Data's request to provision a CCXC itself.

3.11 Direct Connect (DC). BellSouth will permit KMC Data to interconnect directly between KMC Data's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. KMC Data must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by KMC Data. In those cases where KMC Data's virtual and/or physical collocation space is contiguous in the central office, KMC Data will have the option of using KMC Data's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. KMC Data will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. KMC Data may not self-provision DC's on any BellSouth distribution frame, POT, DSX or LGX.

3.11.1 KMC Data is responsible for ensuring the integrity of the signal. KMC Data-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, KMC Data will have the option of using KMC Data's own technicians to construct its own dedicated support structure.

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

4. Occupancy

4.1 Space Ready Date. BellSouth will notify KMC Data in writing when the Collocation Space is ready for occupancy (Space Ready Date).

4.2 Acceptance Walkthrough. KMC Data will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) days of the Space Ready Date. BellSouth will correct any deviations from KMC Data's original or jointly amended application requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. BellSouth will notify KMC Data of a new Space Ready Date upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. KMC Data must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network**.**

4.3 Space Acceptance Date. If KMC Data completes its acceptance walkthrough within the fifteen (15) day interval, the date of KMC Data's acceptance of the Collocation Space, as indicated by KMC Data's execution of a Space Acceptance Form, will be the Space Acceptance Date (Space Acceptance Date).

4.3.1 In the event that KMC Data fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by KMC Data on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that BellSouth has complied with all space preparation, provisions of KMC Data's BFFO, and that all required of BellSouth is complete.

4.3.2 If KMC Data decides to occupy the space prior to the Space Ready Date, the date KMC Data occupies the space will be deemed the Space Acceptance Date.

4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement KMC Data may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's execution of the Space Relinquishment Form for the collocation space(s) for which KMC Data seeks to terminate occupancy, which termination date shall be the same date as KMC Data's date of the Space Relinquishment Form, provided KMC Data has complied with all provisions of the Space Relinquishment Form. BellSouth may terminate KMC Data's right to occupy the Collocation Space in the event KMC Data fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives KMC Data thirty (30) days' prior written notice of the failure to comply and gives KMC Data an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing of this Agreement.

4.4.1 Upon termination of occupancy, KMC Data, at its sole expense, shall remove its equipment and any other property from the Collocation Space. KMC Data shall have thirty (30) days (Removal Date) from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of KMC Data's Guest(s), unless KMC Data's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by BellSouth prior to the KMC Data Removal Date.

4.4.2 Should KMC Data or KMC Data's Guest(s) fail to vacate the Collocation Space by the Removal Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of KMC Data or KMC Data's Guest(s), in any commercially reasonable manner that BellSouth deems fit, at KMC Data's expense and with no liability whatsoever for KMC Data's property or KMC Data's Guest(s)'s property**,** provided that BellSouth has not granted KMC Data's request for an extension of the Removal Date, and such request shall not unreasonably be denied.

4.4.3 Upon termination of KMC Data's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and KMC Data shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by KMC Data, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. KMC Data'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. KMC Data shall be responsible for the cost of removing any KMC Data constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders**.** Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.

5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the

equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services KMC Data seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross-connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, KMC Data may order BellSouth tariffed services that connect to such equipment in its Collocation Space.

5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, KMC Data will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.

5.4 Whenever BellSouth objects to collocation of equipment by KMC Data for purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own

equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of KMC Data's equipment, citing safety standards, BellSouth must provide to KMC Data within five (5) business days of the denial a list of all equipment that BellSouth locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that KMC Data's equipment does not satisfy; BellSouth's basis for concluding that KMC Data's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

5.5 All KMC Data Remote Site equipment installation shall comply with BellSouth TR 73503-11h, "Grounding – Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within KMC Data's Remote Site Collocation Space.

5.6 Terminations. KMC Data shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that KMC Data submits an application for terminations that exceed the total capacity of the collocated equipment, KMC Data will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.

5.7 KMC Data will provide a list of those entities with a security interest in collocation equipment in KMC Data's collocation sites to BellSouth. This list will be updated by KMC Data once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions

of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by KMC Data.

5.8 No Marketing. KMC Data shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.

5.9 Collocation Space/Equipment Identification. KMC Data shall place a plaque on or affix other identification (e.g., stenciling) to KMC Data's equipment, in order for BellSouth to identify KMC Data's equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.

5.10 Entrance Facilities. KMC Data may elect to place KMC Data-owned or KMC Data-leased (from BellSouth or a third party provider) fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. KMC Data will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. KMC Data will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. In Central Offices, KMC Data 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 KMC Data's equipment in the Collocation Space. In the event KMC Data utilizes a non-metallic, riser-type entrance facility, a splice will not be required. KMC Data must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. KMC Data is responsible for maintenance of the entrance facilities.

5.10.1 Central Office - Microwave Entrance Facilities. At KMC Data's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.

5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. BellSouth shall permit KMC Data to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

5.11 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and

capacity exists. Upon receipt of a request by KMC Data for dual entrance facilities to its physical Collocation Space, BellSouth shall provide KMC Data 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 KMC Data's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to KMC Data in the Application Response**.** BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.

5.12 Shared Use. KMC Data may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC Data's collocation arrangement within the same Premises.

5.12.1 In a Central Office, BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. KMC Data must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the KMC Data provided riser cable to the spare capacity on the entrance facility. If KMC Data desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from KMC Data for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on KMC Data's entrance facility.

5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from KMC Data.

5.13 Central Office Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between KMC Data's equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. KMC Data shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point**.** KMC Data shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment,

BellSouth will agree to test cooperatively with KMC Data to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If KMC Data performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to isolate the trouble reported by KMC Data. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and KMC Data will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess KMC Data the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) days of BellSouth's billing of the Maintenance of Services charge, KMC Data performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on KMC Data's side of the demarcation point, then the KMC Data shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge KMC Data for the submission of the trouble ticket. BellSouth shall also credit KMC Data's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). KMC Data shall be responsible for providing, and KMC's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a BellSouth designated distributing frame. BellSouth shall not require KMC to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.

5.13.1 Existing point(s) of demarcation – KMC Data provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a KMC Data provided POT Bay. KMC Data shall order services using the existing remaining terminations in the POT bay.

5.13.2 Existing point(s) of demarcation – BellSouth provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided POT Bay. KMC Data shall order services using the existing remaining cabling and terminations in the POT Bay.

5.13.3 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide KMC Data with access to the KMC Data's side of the demarcation point pursuant to this Section.

5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS1 services will be at the designated BellSouth DS1 cross-connect panel. DS3 services will be at the designated BellSouth DS3 cross-connect panel. Dark fiber services will be at the designated BellSouth LGX panel.

5.15 KMC Data's Equipment and Facilities. KMC Data, or if required by this Attachment, KMC Data'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 KMC Data and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. KMC Data need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.

5.16 BellSouth's Access to Enclosed Collocation Space. Except in the case of an emergency, BellSouth will not access KMC Data's locked enclosure prior to notifying KMC Data at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. BellSouth retains the right to access KMC Data's space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). KMC Data may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that KMC Data will not bear any of the expense associated with this type of work**.** BellSouth, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in KMC Data's space.

5.16.1 In cases of emergency, BellSouth will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.

5.17 KMC Data must provide the local BellSouth Central Office building contact with two Access Keys that will allow BellSouth entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. BellSouth agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with KMC Data ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.

5.18 Subject to the Limitation of Liability Section in the General Terms and Conditions of this Agreement, BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to KMC Data's equipment, facilities or Collocation

Space while in KMC Data's Collocation Space and shall indemnify and hold harmless KMC Data from any claim, liability or damages that may result from such entry into KMC Data's Collocation Space by BellSouth, its agents, contractors or employees.

5.19 KMC Data's Access. KMC Data shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided KMC Data complies with the requirements set forth in Section 13 below. KMC Data agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of KMC Data or KMC Data's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. When distributing access keys or cards, BellSouth shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to KMC Data. These receipt acknowledgement forms must be signed by KMC Data and returned to BellSouth Access Management within fifteen (15) days of KMC Data's receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth. Access Keys may not be duplicated under any circumstances. KMC Data agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of KMC Data's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with KMC Data ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to KMC Data for access related issues.

5.19.1 BellSouth will permit one accompanied site visit to KMC Data's designated collocation arrangement location, after receipt of the BFFO without charge to KMC Data. KMC Data 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) days prior to the date KMC Data desires access to the Collocation Space or Remote Collocation Space. KMC Data may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO**.** BellSouth shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by KMC Data. In the event KMC Data desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit KMC Data to access the Collocation Space or Remote Collocation Space, prior to completing BellSouth's Training requirements (as set forth in Section 13 below), accompanied by a security escort, at KMC Data's expense. KMC Data must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be

required whenever KMC Data or its approved agent desires access to the entrance manhole.

5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), KMC Data shall pay for the costs of re-keying or deactivating the card as set forth in the rates in Exhibit B. If it becomes necessary for KMC Data to re-key an enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay KMC Data the applicable costs, as supported by documentation, to re-key an enclosure or replace lost or stolen keys that KMC Data has previously provided to BellSouth.

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

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

5.21.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, KMC Data 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, or significantly impairs from the service provider's perspective, a traditional voice band service or advanced service provided by BellSouth, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully compromises the privacy of any communications routed through the Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of KMC Data violates the provisions of this paragraph, BellSouth shall provide written notice to KMC Data, which shall direct KMC Data to cure the violation within forty-eight (48) hours of KMC Data's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.2 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 KMC Data fails to commence curative action within twenty-four (24) hours and exercise commercially reasonable efforts to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of physical damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to KMC Data's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. In the case of KMC Data not taking action within twenty-four (24) hours and exercising commercially reasonable efforts to complete such action as soon as possible, BellSouth will provide notice to KMC Data prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to KMC Data for any damages arising from such action. If BellSouth's right to take action pursuant to this Section results solely from KMC Data's failure to take curative action or to exercise commercially reasonable efforts to complete such action as soon as possible, BellSouth shall provide notice prior to taking action under this Section. Any disputes with respect to BellSouth's right to take such action under this Section 5.21.2 shall be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and KMC Data 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 KMC Data 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 KMC Data is significantly degrading the performance of other advanced services or traditional voice band services, KMC Data shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.

5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, KMC Data may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of

the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by KMC Data in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by KMC Data at any time. Any damage caused to the Collocation Space by KMC Data's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by KMC Data's expense.

5.23 Alterations. Under no condition shall KMC Data or any person acting on behalf of KMC Data make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by KMC Data. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by BellSouth on the date that BellSouth provides KMC Data with an Application Response.

5.24 Janitorial Service. KMC Data shall be responsible for the general upkeep of its Collocation Space. KMC Data shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Central Office and Remote Site Collocation Space

6.1 Initial Application. For KMC Data or KMC Data's Guest(s) initial equipment placement, KMC Data shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information

6.1.1 Initial Application Fee. An Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by KMC Data, and will be billed by BellSouth on the date that BellSouth provides KMC Data with an Application Response.

6.2 Subsequent Application. In the event KMC Data or KMC Data's Guest(s) desires to modify the Collocation Space after a BFFO, KMC Data shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 above (**"**Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed

with the appropriate type of information associated with the Alteration. BellSouth shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by KMC Data in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fee. The application fee paid by KMC Data for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, an Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by BellSouth, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides KMC Data with an Application Response.

6.3 Remote Site Application. When KMC Data or KMC Data's Guest(s) desires to install a bay/rack in a Remote Site Location, KMC Data shall submit to BellSouth a Physical Expanded Interconnection Application Document (Remote Site Application). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.

6.3.1 Availability of Space. Upon submission of an application, BellSouth will permit KMC Data to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no full bay/rack of space available due to space limitations after BellSouth has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If

the amount of space requested is not available, BellSouth will notify KMC Data of the amount that is available.

6.4 Space Preferences. If KMC Data has previously requested and received a Space Availability Report for the Premises, KMC Data 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 KMC Data's preference(s), KMC Data may accept the space allocated by BellSouth or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by BellSouth on the date that BellSouth provides KMC Data with an Application Response.

6.5 Space Availability Notification.

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

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

6.5.3 Denial of Application. If BellSouth notifies KMC Data that no space is available ("Denial of Application"), BellSouth will not assess an application fee to KMC Data. After providing written notice to KMC Data that BellSouth has no available space in the requested Premises, BellSouth will allow KMC Data, upon request, to tour the entire Premises within ten (10) days of such Denial of Application**,** or as otherwise

agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by BellSouth at least five (5) days prior to the tour date.

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

6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.

6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.

6.5.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit KMC Data to inspect any floor plans or diagrams that BellSouth provides to the Commission**.**

6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.

6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) 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) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.7 When space becomes available, KMC Data must submit an updated, complete, and correct application to BellSouth within thirty (30) days of notification by BellSouth that space will be available in the Premises previously out of space. If KMC Data has originally requested caged Collocation Space and cageless Collocation Space becomes available, KMC Data may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that KMC Data wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. KMC Data 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 KMC Data 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 KMC Data from the waiting list. Upon request, BellSouth will advise KMC Data 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) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application for physical collocation and ten (10) days for virtual collocation. The Central Office Application Response will include sufficient information to enable KMC Data to place a Firm Order**,** which, at a minimum**,** will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

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

6.9.1.2 BellSouth will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) days for one (1) to ten (10) applications; thirty-five (35) 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) days for every five (5) applications received within five (5)

business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.9.2 In Florida and Tennessee, within fifteen (15) 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 KMC Data to place a Firm Order. The Central Office Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When KMC Data submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.9.2.1 BellSouth will provide the Remote Site Application Response in Florida, within fifteen (15) 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 KMC Data to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When KMC Data submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.9.2.2 BellSouth will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of KMC Data, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge KMC Data 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 KMC Data to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides KMC Data with an Application Response.

6.11 Bona Fide Firm Order.

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

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

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

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

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

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

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

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

7.1.4.1 Simple Augments will be completed within twenty (20) 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) 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) 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) 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) days after BFFO and includes all requests for additional virtual collocation space

7.1.4.6 If KMC Data 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) days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

7.1.4.7 If KMC Data 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) 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) 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) days from the receipt of the BFFO would apply, which is the major virtual Augment interval.

7.1.4.8 If KMC Data submits an Augment application request that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate Augment category are requested on the same request, then an interval of sixty (60) 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 KMC Data and BellSouth. If KMC Data and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for KMC Data'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 KMC Data at the time BellSouth provides KMC Data with the Application Response. If KMC Data requests multiple items from different Augment categories BellSouth will bill KMC Data the Augment Application Cost, as identified in Exhibit B, associated with the higher Augment category only. KMC Data will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above). The Subsequent Application Fee is also reflected in Exhibit B.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and KMC Data will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. KMC Data Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. KMC Data will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notification to KMC Data that the Collocation Space is ready for occupancy. In the event KMC Data fails to complete an acceptance walkthrough

within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by KMC Data provided that BellSouth has complied with all space preparation, provisions of KMC Data's BFFO, and that all required of BellSouth is completed on the Space Ready Date**.** BellSouth will correct any deviations to KMC Data's original or jointly amended design and/or specification requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different timeframe**.** At the end of the acceptance walkthrough or after any deviations are corrected, KMC Data will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.

7.5 Central Office Circuit Facility Assignments (CFAs). BellSouth will provide CFAs to KMC Data as soon as possible and no later than thirty (30) days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1 below. The ACTL will be provided to KMC Data no later than with the issuance of the CFA.

7.5.1 To provide CFAs to KMC Data prior to the Provisioning Interval for those Premises in which KMC Data has a physical collocation arrangement with a POT bay provided by KMC Data or a virtual collocation arrangement, KMC Data must provide BellSouth with the following information:

7.5.1.1 For a physical collocation arrangement with a KMC Data-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

7.5.1.2 For a virtual collocation arrangement - a complete layout of KMC Data'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 KMC Data's BellSouth Certified Supplier.

7.5.1.3 KMC Data may submit an EIU form at any time after the twentieth ($20^{th)}$ day after the BFFO. CFAs will be provided within ten (10) days of receipt of the EIU form.

7.5.2 BellSouth will bill KMC Data a nonrecurring charge, as set forth in Exhibit B, each time KMC Data requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to KMC Data.

7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by KMC Data provisioning a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface (FDI) of sufficient length for splicing. BellSouth personnel will splice KMC Data's cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range KMC Data must submit a Remote Site Splitter Ordering Document (RSOD) which can be found in the Remote Site High Frequency Spectrum (RS HFS) CLEC Information Package located on BellSouth's web site at http://interconnection.bellsouth.com/guides/unedocs/rs_hfs.pdf. Once the cable/pair range is established KMC Data can then submit LSRs for individual line activations.

7.6 Use of BellSouth Certified Supplier. KMC Data shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR 73503, installation and removal work. KMC Data, if a BellSouth Certified Supplier, or KMC Data's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, KMC Data must use a separate BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide KMC Data with a list of BellSouth Certified Suppliers, upon request. KMC Data, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing KMC Data'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 KMC Data upon successful completion of installation and all associated work.. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill KMC Data directly for all work performed for KMC Data pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC Data's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to KMC Data or any supplier proposed by KMC Data and will not unreasonably withhold certification.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. KMC Data shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service KMC Data's Collocation Space. Upon request, BellSouth will provide KMC Data with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by KMC Data. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

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

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. BellSouth will complete virtual to in-place physical collocation conversions within forty-five (45) days from receipt of the BFFO. BellSouth will bill KMC Data an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to KMC Data.

7.10 Cancellation. If at any time prior to space acceptance, KMC Data cancels its order for Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed.

7.11 Licenses. KMC Data, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.

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

8. Rates and Charges

8.1 KMC Data agrees to pay the rates and charges identified in Exhibit B attached hereto.

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

8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by KMC

Data. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to KMC Data.

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 KMC Data's equipment. KMC Data shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.

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

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

8.6 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. KMC Data 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 KMC Data opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to KMC Data as prescribed in this Section. If KMC Data was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from KMC Data, and the

Parties will agree on such outstanding amounts that are due and owing to BellSouth. If KMC Data pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B.

8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to KMC Data for its equipment**.** When the Collocation Space is enclosed, KMC Data shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, KMC Data 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 KMC Data's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, KMC Data shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of KMC Data's BFFO.

8.9 Security Escort. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one half (1/2) hour after the scheduled time for such an escort and KMC Data shall pay for such half hour charges in the event KMC Data fails to show up.

8.10 Cable Record Charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of thirty six hundred (3600) records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of KMC Data's BFFO.

8.11 Power Rates. Rates for power are as set forth in Exhibit B. Applicable rates shall vary depending on whether KMC Data elects to be billed on a fused basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a usage basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below.

8.11.1 Under the fused amp billing option, KMC Data shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of KMC Data having provided documentation to BellSouth demonstrating that KMC Data paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, KMC Data will be billed the grandfathered recurring rate for the DC power set forth in Exhibit B.

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

8.12 Grandfathered Rates.

8.12.1 The rates for the recurring charges for grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in Exhibit B.

8.12.2 The grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.

9. Central Office Power

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

9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:

For power provisioned from a BDFB – The number of fused amps requested by KMC Data on its collocation application for power that is being provisioned from a BellSouth BDFB should reflect a multiplier of one point five (1.5) to convert the requested amperage to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by KMC Data on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the point sixty-seven (.67) multiplier.

For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of two hundred twenty-five (225) amps/main power board circuit, multiplied by the DC power

fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the point sixty-seven (.67) multiplier.

9.1.2 Central Office Physical Collocation Regional Power Usage Measurement Option. The Central Office Regional Power Usage Measurement Option provided in this Section 9 shall be applicable for all nine (9) states in the BellSouth region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package. This option shall be provided in all nine (9) states in lieu of other metered options that exist or may subsequently arise (by order or contract) in any of these nine (9) states for the duration of this Agreement. If any metered rates or terms of this power usage provision are modified pursuant to the change in law provision as set forth in the General Terms and Conditions of this Agreement then, for each state hereunder, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current BellSouth standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions in the General Terms and Conditions. If any metered rates or terms of this power usage provision are modified by KMC Data's adoption of the rates, terms and conditions of another CLEC's interconnection agreement pursuant to Section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage measurement, if any, of the then current BellSouth standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

9.1.3 AC Usage Component of DC Power Charges. BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage being drawn by KMC Data's physical collocation equipment on both the A and B power feeds. The AC Usage Component of the DC Power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter or other measurement device. KMC Data may, at its sole cost and expense, install or maintain its own meters on those BDFBs located in its own physical Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purpose of establishing measurements. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by KMC Data on KMC Data's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the billing, provided that BellSouth elects one method and continues to use that method unless BellSouth provides reasonable notice to KMC Data to change the method.

9.1.3.1 If BellSouth, or its BellSouth Certified Supplier, requires access to KMC Data's physical Collocation Space for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide KMC Data with a minimum of forty-eight (48) hours notice that access is required. KMC Data shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to KMC Data's physical Collocation Space. Once the date and time of access to KMC Data's physical Collocation Space has been agreed upon, KMC Data and BellSouth or its BellSouth Certified Supplier shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment will be missed or must be cancelled and rescheduled. If KMC Data fails to provide access to its physical Collocation Space or fails to provide BellSouth/BellSouth Certified Supplier with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then KMC Data shall pay, for the missed meter reading a nonrecurring charge, as set forth in Exhibit B, and shall pay a nonrecurring charge as set forth in Exhibit B for each additional meter reading trip required to measure KMC Data's power usage. If BellSouth/BellSouth Certified Supplier fails to provide KMC Data with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, BellSouth shall not bill KMC Data a nonrecurring charge, as set forth in Exhibit B for such missed appointment, and shall waive the charge for the next additional meter reading trip required to measure KMC Data's power usage.

9.1.3.2 For each new physical collocation arrangement for which KMC Data desires the metered power usage measurement option, KMC Data shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that KMC Data wants to convert to the metered power usage measurement option, KMC Data will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

> This Subsequent Application is KMC Data's certification that KMC Data is opting to convert this physical collocation arrangement to the power usage measurement option and will permit BellSouth and/or the BellSouth Certified Supplier to use an ammeter or other measurement device to measure its actual power usage or, at BellSouth's election, provide BellSouth and/or the BellSouth Certified Supplier with access to KMC Data's meter on KMC Data's own BDFB(s) (if KMC Data chooses to offer BellSouth that option), located in KMC Data's physical Collocation Space, to measure actual power usage on all power feeds.

9.1.3.3 BellSouth will bill KMC Data a Power Reconfiguration Application Fee, as set forth in Exhibit B, on the date that BellSouth provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the metered power usage measurement option. BellSouth shall then arrange for the measurement of KMC Data's actual power usage on each power feed (each A and B feed) once per quarter at each of KMC Data's physical collocation arrangements for

which KMC Data has submitted an Initial or Subsequent Application electing the metered power usage option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess KMC Data charges for AC power usage for the following quarter based upon KMC Data's actual metered usage for each power feed (both the A and B feeds) or a minimum of ten (10) amps of –48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the applicable AC power rate, set forth in Exhibit B, to determine the appropriate monthly recurring AC Usage charge that will be billed to KMC Data for the following three (3) calendar months or until the next AC power usage measurement is taken, whichever is later.

9.1.3.4 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If KMC Data requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then KMC Data will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B. If BellSouth requests a power usage reading be taken in this instance, then KMC Data will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If there is no discrepancy between the readings of ten percent (10%) or five (5) Amps, whichever is greater, then the Party disputing the original meter reading shall pay the Additional Meter Reading Trip Charge contained in Exhibit B. If the readings do not vary outside these ranges, the initial reading will be used to calculate KMC Data's AC Usage charge until the next scheduled power reading.

9.1.3.5 When KMC Data submits the appropriate Initial or Subsequent Application indicating its desire to elect the power measurement usage option for a particular physical collocation arrangement in a specific Central Office, BellSouth will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of KMC Data to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from KMC Data, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 above and KMC Data will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect KMC Data's election of the power measurement usage option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular physical collocation arrangement in a specific Central Office to the power measurement usage option). BellSouth will not permit KMC Data to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing physical collocation arrangement. When a Subsequent Application is used to elect the power measurement usage option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure will

begin upon the Space Ready Date. If KMC Data occupies the space prior to the Space Ready Date, for Initial Application requests only, the date KMC Data occupies the space will be deemed the new Space Acceptance Date and the billing for the AC Usage and DC Power Infrastructure will begin on that date. When KMC Data elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by KMC Data on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for AC Usage until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of KMC Data's power usage for the requested physical Collocation Space. As soon as this reading has been taken, BellSouth will adjust KMC Data's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.

9.1.4 Current DC Power Plant Infrastructure Component of DC Power Charges. BellSouth shall assess KMC Data a monthly recurring charge as set forth in Exhibit B for BellSouth's power plant infrastructure component of the DC power charges based upon KMC Data's fused DC power amperage capacity, as reflected by KMC Data on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to or electing the power usage metering option for those Central Offices specified by KMC Data.

9.1.5 Grandfathered DC Power Plant Infrastructure Component of DC Power Charges. For those physical collocation arrangements that were provisioned to KMC Data under an individual case basis pricing structure, where KMC Data has already paid all nonrecurring charges associated with the DC infrastructure capital costs associated with such physical collocation arrangement, and for which KMC Data has submitted a Subsequent Application to convert such physical collocation arrangements to the metered power usage measurement option, BellSouth shall assess KMC Data a monthly recurring charge as set forth in Exhibit B for BellSouth's power plant infrastructure expense component of the DC power charges, based upon KMC Data's fused DC power amperage capacity, as reflected by KMC Data on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to the power usage metering option for those Central Offices specified by KMC Data.

9.1.6 Other DC Power Metering Charges. KMC Data agrees to notify BellSouth when KMC Data has removed or installed telecommunications equipment in KMC Data's physical Collocation Space and to ensure that the existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in KMC Data's physical Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

9.1.6.1 BellSouth will bill KMC Data a monthly recurring charge per physical Collocation Space for KMC Data's physical collocation arrangements in each state, which reflects: 1) BellSouth's expenses to program the applicable billing systems to accept and process the power usage measurement option, 2) BellSouth's expenses associated with its workforce loading the measured power usage data into BellSouth's OSS and billing systems, and 3) the costs for BellSouth/BellSouth Certified Supplier to supply the clamp-on ammeter or other measurement device and perform the task of reading and recording KMC Data's actual power usage at each requested physical collocation site. This "Meter Reading" monthly recurring rate element will be assessed to KMC Data for the first twelve (12) power circuits (each A and B feed pair counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or KMC Data.

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

9.3 If KMC Data elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed KMC Data's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by KMC Data's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. KMC Data's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which KMC Data's equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At KMC Data's option, KMC Data may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

9.4 KMC Data has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, KMC Data is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus

bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by KMC Data. KMC Data'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. KMC Data must submit an application to BellSouth for the appropriate amount of collocation space that KMC Data 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 KMC Data'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. KMC Data shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the state Commission for the central office requested. KMC Data would still have the option to order its power needs directly from BellSouth.

9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by KMC Data's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from KMC Data certifying the completion of the power reduction. Notwithstanding the foregoing, if KMC Data's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed by KMC Data 's BellSouth Certified Supplier and KMC Data shall pay the power rate applicable prior to the power reduction request for the period between the receipt pf the Power Reduction Form and the date the power cabling is actually removed.

9.6 If KMC Data requests a reduction in the amount of power that BellSouth is currently providing, KMC Data must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

9.7 If KMC Data has grand-fathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, KMC Data must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.

9.7.1 In Alabama and Louisiana, if KMC Data has grandfathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, KMC Data must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and no application fee will apply [BST clarification] for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, KMC Data will submit a Subsequent Application and the appropriate application fee will apply.

9.8 Remote Site Power. BellSouth shall make available –48 Volt (-48V) DC power for KMC Data's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for KMC Data's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by KMC Data's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from KMC Data certifying the completion of the power reduction, including the removal of the power cabling by KMC Data's BellSouth Certified Supplier.

9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by KMC Data's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. KMC Data'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 KMC Data's option, KMC Data may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

10.1 KMC Data shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

10.2 KMC Data shall maintain the following specific coverage:

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

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

10.3 All policies purchased by KMC Data 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 KMC Data's property has been removed from BellSouth's Premises, whichever period is longer. If KMC Data fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from KMC Data.

10.4 KMC Data 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. KMC Data shall arrange for BellSouth to receive thirty (30) days' advance notice of cancellation from KMC Data's insurance company. KMC Data shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

10.5 KMC Data must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

10.6 Self-Insurance. If KMC Data's net worth exceeds five hundred million dollars ($500,000,000.00), KMC Data may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. KMC Data shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to KMC Data in the event that self-insurance status is not granted to KMC Data. If BellSouth approves KMC Data for self-insurance, KMC Data shall annually furnish to BellSouth, and keep

current, evidence of such net worth that is attested to by one of KMC Data's corporate officers. The ability to self-insure shall continue so long as the KMC Data meets all of the requirements of this Section. If KMC Data subsequently no longer satisfies this Section, KMC Data is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. Mechanics Liens

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

12. Inspections

12.1 BellSouth may conduct an inspection of KMC Data's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between KMC Data's equipment and equipment of BellSouth. BellSouth may conduct an inspection if KMC Data adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide KMC Data with a minimum of seventy-two (72) hours or three (3**)** business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

13. Security and Safety Requirements

13.1 Unless otherwise specified, KMC Data will be required, at its own expense, to conduct a statewide investigation of criminal history records for each KMC Data employee hired in the past five years being considered for work on the Premises, for the states/counties where the KMC Data employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. KMC Data shall not be required to perform this investigation if an affiliated company of KMC Data has performed an investigation of the KMC Data employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if KMC Data has performed a pre-employment statewide investigation of criminal history records of the KMC Data employee for the states/counties where the KMC Data employee has

worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

13.2 KMC Data will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.

13.3 KMC Data 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 KMC Data's name. BellSouth reserves the right to remove from its Premises any employee of KMC Data not possessing identification issued by KMC Data or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. KMC Data shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

13.4 KMC Data shall not assign to the Premises any personnel with records of felony criminal convictions. KMC Data 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 KMC Data personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that KMC Data chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, KMC Data may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

13.4.1 KMC Data shall not knowingly assign to the Premises any individual who was a former employee and whose employment with BellSouth was terminated for a felony for which they were convicted.

13.4.2 KMC Data shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to a felony for which they were convicted.

13.5 For each KMC Data employee or agent hired by KMC Data within five (5) years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, KMC Data 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, KMC Data will disclose the nature of the convictions to BellSouth at that time. In the alternative, KMC Data may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

13.5.1 For all other KMC Data employees requiring access to a Premises pursuant to this Attachment, KMC Data shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.

13.6 At BellSouth's request, KMC Data shall promptly remove from BellSouth's Premises any employee of KMC Data that BellSouth does not wish to grant access to its BellSouth Premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of KMC Data is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

13.7 Security Violations. Each Party reserves the right to interview the other Party**'s** employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or KMC Data's Collocation Space, or involving BellSouth's, KMC Data's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents**,** or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section.

13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises.

Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

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

13.11 BellSouth will use its best efforts to adequately secure the area which houses KMC Data's equipment to prevent unauthorized entry. BellSouth will immediately notify KMC Data's emergency contact of any actual or attempted security breaches to the KMC Data's collocation space to the extent BellSouth becomes aware of such breaches.

14. Destruction of Collocation Space

14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for KMC Data's permitted use hereunder, then either Party may elect within ten (10) 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 KMC Data'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 KMC Data, 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. KMC Data 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 KMC Data's acceleration of the project increases the cost of the project, then those additional charges will be incurred by KMC Data. Where allowed and where practical, KMC Data may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, KMC Data shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for KMC Data's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and KMC Data's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where KMC Data has placed an Adjacent Arrangement pursuant to Section 3.4 above, KMC Data shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and KMC Data 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) days after such taking.

16. Nonexclusivity

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

17. Notice of Non-Emergency Work

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and KMC Data 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 KMC Data 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. KMC Data should contact 1-800-743-6737 for any BellSouth MSDS required.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for KMC Data 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. KMC Data 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 KMC Data when operating in the Premises.

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

1.7 Coordinated Environmental Plans and Permits. BellSouth and KMC Data 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 KMC Data will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, KMC Data 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 KMC Data 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, KMC Data 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. KMC Data further agrees to cooperate with BellSouth to ensure that KMC Data'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 KMC Data, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from KMC Data's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

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

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 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 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73						
PHYSICAL COLLOCATION																	
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60		0.51							
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22										
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11										
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.83										
		Physical Collocation - Power, -48V DC Power, Grandathered Site, per Fused Amp Requested			CLO	PE1FT	3.05										
		Physical Collocation - Power, - 48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	2.93										
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	5.88										
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.10										
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24										
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST meter			CLO	PE1FP	8.94										
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25										
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94										
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										

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 - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.11	22.03	15.93	6.40	5.79						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.16	20.89	15.20	7.38	5.92						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33										
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	140.99										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17									
		Physical Collocation - CFA Information Resend Request, per premises, per request, per arrangement			CLO	PE1C9		77.56									
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 759.29	S 488.11	133.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							

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 - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98								
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.0011										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0016										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,410.00		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			UEA,UHL,UDL,UCL	PE1JE	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	13.95	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										

COLLOCATION - Alabama														Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			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 REMOTE SITE COLLOCATION																	
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56								
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71		22.49							
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	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
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0016										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 759.29	S 488.11	133.00							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92	326.92	189.12							
		Virtual Collocaiton Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13							
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44						
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44						
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.																

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,597.00					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.00					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	92.55						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,750.00		45.16			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.86						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.96						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.29						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.36						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	5.55						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.04						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		399.43					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.38						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.77						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.15						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.30						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0276	8.22	7.22	5.74	4.58		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.32	27.77	15.52	5.93	4.77		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	16.81	25.48	14.05	7.77	5.01		
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16		
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54		
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.45						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	170.87						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.58						
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AY	0.0105						

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0577	55.80					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,159.00					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.54					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1525	S 980.22	267.08			
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.50		379.78			
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66		11.84			
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54			
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.82		19.40			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.67		154.89			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.001						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0014						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.11					
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		973.661	42.712				
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.24					
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0213	24.69	23.69	11.77	10.62		
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0426	24.88	23.83	12.04	10.80		
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.22	44.24	31.98	12.07	10.91		
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	16.56	41.94	30.52	13.91	11.15		
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.81	41.94	30.52	13.91	11.16		
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	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	PE1JL	5.38						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.77						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.15						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.30						
		Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	18.96						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91		328.81			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.49						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.30					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19				

COLLOCATION - Florida														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27						
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134						
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62				
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.												
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		4,122.00	1,249.00				
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.00					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57					
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	6.71	2,431.00					
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.71	2,431.00					
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	7.50	155.00	14.00				
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83				
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.11					

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0014						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1525	S 980.22	267.08			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.50		379.78			
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.66		11.84			
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.82		19.40			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.67		154.89			
		Virtual collocation - Security Escort - Basic, per quarter hour			AMTFS	SPTBQ		10.89					
		Virtual collocation - Security Escort - Overtime, per quarter hour			AMTFS	SPTOQ		13.64					
		Virtual collocation - Security Escort - Premium, per quarter hour			AMTFS	SPTPQ		16.40					
		Virtual Collocation - 2-wire Cross Connects (loop), per ckts			AMTFS	VE1R2	0.05	11.57					
		Virtual Collocation - 4-wire Cross Connects (loop), per ckts			AMTFS	VE1R4	0.05	11.57					
		Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS			AMTFS	VE11S	8.09	69.64					
		Virtual Collocation - DS-1.DSX Cross Connects, PER CKTS			AMTFS	VE11X	0.41	69.64					
		Virtual Collocation - DS-3/DCS Cross Connects, PER CKT			AMTFS	VE13S	59.67	528.00					
		Virtual Collocation - DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00					
		Virtual collocation - Maintenance in CO - Basic, per quarter hour			AMTFS	SPTRE		10.89					
		Virtual collocation - Maintenance in CO - Overtime, per quarter hour			AMTFS	SPTOE		13.64					
		Virtual collocation - Maintenance in CO - Premium per quarter hour			AMTFS	SPTPE		16.40					
		Virtual Collocation - CFA Information Resend Request, per Premises, Per Arrangement, per request			AMTFS	VE1QR		77.54					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0502	11.57	11.57				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0502	11.57	11.57				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0502	11.57	11.57				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0502	11.57	11.57				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0502	11.57	11.57				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0502	11.57	11.57				
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.												

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0197						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0197						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0197						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0197						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0197						
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0393						
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98		0.59			
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48		0.59			
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		141.10					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.01						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.23						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	75.61						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.78						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	2.63						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.36						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	2.54						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	0.39						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.14						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.30						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.44						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.65						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0197						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0393						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	0.3726						
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	4.06						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.72						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	3.30						
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	144.71						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74						

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		22.00					
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72				
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.38					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		17.01					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.20					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.20					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.75					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 743.65	S 478.06	125.75			
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77			
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30			
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.63			
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.19			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.45		73.57			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.52	10.83				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.92	14.19				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.31	17.55				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.001						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0015						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,408.00		1.21			
		Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2629						
		Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF		755.15		21.51			
		Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG		9.12					
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.164						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.01						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0172						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0344						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3608						
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	4.73						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.66						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.24						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,382.19		0.50			
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.14						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.30						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.44						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.65						
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.65						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.61		132.62			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.20					

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.94					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.64					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27						
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134						
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62				
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.												
VIRTUAL REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.61		132.62			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	143.23						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.94					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.04					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		609.52		0.59			
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		609.52					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		736.93		21.51			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.52						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.78						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	7.57						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0188						
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0375						
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73						

COLLOCATION - Georgia

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.45						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.3726						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06						
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA	583.18						
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001						
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0015						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 743.65	S 478.06	125.75			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77			
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30			
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.52	10.83				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.92	14.19				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.31	17.55				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44	14.19				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55				
		Virtual Collocation - CFA Information Resend Request, per Premises, per arrangement, per request			AMTFS	VE1QR		77.42					
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			AMTFS	VE1EE	0.23						
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			AMTFS	VE1EF		755.15		21.51			

COLLOCATION - Georgia														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			AMTFS	VE1EG		9.12					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0188						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0188						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0188						
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0188						
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0188						
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0375						
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.												

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0665	24.88	23.82	12.77	11.46		
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54		1.01			
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35		1.01			
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.26						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.57						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.06						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.24						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.36						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	5.82						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.00						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.44						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.88						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.32						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.68						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.48	44.23	31.98	12.81	11.57		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	18.89	41.93	30.51	14.75	11.83		
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84		
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49		
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	166.83						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14						

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67					
		Physical Collocation - CFA Information Resend Request, per premises, per arangement, per request			CLO	PE1C9		77.55					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1524.45	S 980.01	267.02			
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70			
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84			
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54			
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.81				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.0012						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0018						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,412.00		1.21			
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0258	24.68	23.68	12.14	10.95		
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46		
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57		
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	18.61	41.93	30.51	14.75	11.83		
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84		
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49		
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50					
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													

COLLOCATION - Kentucky														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		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 REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		615.60		337.70			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	224.41						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		231.82					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.13					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01			
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,729.11		45.16			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.38						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46		
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84		
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49		
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.48	44.23	31.98	12.81	11.57		

COLLOCATION - Kentucky

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89	41.93	30.51	14.75	11.83		
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft., per cable			AMTFS	VE1CD	0.0018						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1524.45	S 980.01	267.02			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70			
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84			
		Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.98	21.53				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		44.26	27.81				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.54	34.09				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09				
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0309	24.68	23.68	12.14	10.95		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46		
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.												

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53				
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54					
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.52						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.33						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	6.18						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.38						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0318	11.94	11.46				
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53				
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.04	21.39	15.47				
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	13.21	20.28	14.76				
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76				
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29				
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	166.40						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10						

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0224						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0579	27.50					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangment, per request			CLO	PE1C9		77.43					
		Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97						
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29						
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08						
		Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04						
		Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13						
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37						
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	10.42				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.49				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - Louisiana														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.001						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0015						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,418.00		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						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0245	11.94	11.46				
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0491	12.04	11.53				
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47				
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	13.01	20.28	14.76				
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76				
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	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	PE1JL	5.45						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80					
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													

COLLOCATION - Louisiana														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		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 REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		614.73		336.08			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	257.01						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		231.49					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.02					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40					
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54					
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46				
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53				
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76				
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29				
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47				

COLLOCATION - Louisiana														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76				
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0015						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37						
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.44	10.42				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		21.41	13.45				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		26.38	16.49				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49				
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangment, per request			AMTFS	VE1QR		77.43					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296	11.94	11.46				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296	11.94	11.46				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296	11.94	11.46				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296	11.94	11.46				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0296	11.94	11.46				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591	12.04	11.53				
	Note: Rates displaying an "I" in the Interim Column are interim as a result of a Commission order.												

COLLOCATION - Mississippi														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91		
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		604.19					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.30						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.52						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	85.67						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.74						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.33						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.35						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.37						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	5.08						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.10						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.29						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.58						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.87						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.65						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0288	12.37	11.87	6.04	5.45		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0576	12.47	11.94	6.59	5.91		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.14	22.16	16.02	6.60	5.97		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.49	21.01	15.29	7.61	6.10		
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10		
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50		
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	183.20						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	165.23						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	17.97						

COLLOCATION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	75.23						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0576	27.95					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.84					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,081.40					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangment, per request			CLO	PE1C9		77.41					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 763.69	S 490.94	133.77			
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22			
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93			
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78			
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.79				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - Mississippi														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.001						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0015						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34		1.22			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57		1.22			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,063.00		1.22			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,422.00		1.22			
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0223	12.37	11.87	6.04	5.45		
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0446	12.47	11.94	6.59	5.91		
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.05	22.16	16.02	6.60	5.97		
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	14.27	21.01	15.29	7.61	6.10		
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10		
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	8.50		
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83					
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													

COLLOCATION - Mississippi														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		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 REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48		168.63			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	210.05						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.77					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51			
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27		22.62			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91		
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10		
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50		
		Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.14	22.16	16.02	6.60	5.97		

COLLOCATION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10		
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0015						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 763.69	S 490.94	133.77			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22			
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93			
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		17.02	10.79				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.17	13.94				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.32	17.08				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08				
		Virtual Collocation - CFA Information Resend Request, per Premises, per arrangement, per request			AMTFS	VE1QR		77.41					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0268	12.37	11.87	6.04	5.45		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91		
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.												

COLLOCATION - North Carolina														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0309	19.77	14.95				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0309	19.77	14.95				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0309	19.77	14.95				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0309	19.77	14.95				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0309	19.77	14.95				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0618	19.95	15.05				
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00					
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00					
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	2.44						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	2.05						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	6.28						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.07						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0309	19.77	14.95				
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05				
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.38	39.15	23.20				
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	17.62	38.25	21.94				
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.50	38.25	21.94				
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.20	43.96	26.17				
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81					
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX		534.44					
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37					

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0135						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0622	15.00					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.51					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		15.00					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		15.00					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		15.00					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00	2,140.00				
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1458	S 937.29	245.00	245.00		
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35		
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32		
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11		
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90		
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32		
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.68	21.34				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		43.87	27.57				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.06	33.80				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - North Carolina														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.0028						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft. per cable			CLO	PE1DS	0.0041						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,343.00		1.15			
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0239	19.77	14.95				
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.95	15.05				
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20				
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	17.35	38.25	21.94				
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94				
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17				
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842			
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													

COLLOCATION - North Carolina														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		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 REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07						
		Virtual Collocation in the Remote Site -Space Availability Report per Premises Requested			VE1RS	VE1RR		215.55					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00					
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,233.00					
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	2.69						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.65						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.28						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0225	19.77	14.95				
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05				
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94				
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17				
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20				

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	38.25	21.94				
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft, per cable			AMTFS	VE1CD	0.0041						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1458	S 937.29	245.00	245.00		
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35		
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32		
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11		
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.9	17.9		
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32		
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.68	21.34				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		43.87	27.57				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		54.06	33.80				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40				
		Virtual Collocation - CFA Information Resend Request, per Premises, per arrangement, per request			AMTFS	VE1QR		77.48					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0225	19.77	14.95				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0225	19.77	14.95				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0225	19.77	14.95				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0225	19.77	14.95				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0225	19.77	14.95				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0449	19.95	15.05				
		Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.											

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0682	12.42	11.90	6.40	5.74		
PHYSICAL COLLOCATION													
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51			
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51			
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16						
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54			
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33						
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	9.19						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, per Fused Amp Requested			CLO	PE1FT	3.77						
		Physical Collocation - Power, -48V DC Power, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed)			CLO	PE1FU	3.35						
		Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested			CLO	PE1FV	6.95						
		Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested			CLO	PE1FW	1.53						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						

COLLOCATION - South Carolina														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45		
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74		
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.12	22.08	15.96	6.42	5.80		
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93		
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93		
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26		
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	197.69						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50						

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13					
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement ,per request			CLO	PE1C9		77.71					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 760.98	S 489.2	133.29			
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54			
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91			
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77			
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68			
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30			
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.001						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0015						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42					
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21			
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21			
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21			
		Physical Collocation - Application Cost, Major Augment			CLO	PE1KJ		2,409.00		1.21			
ADJACENT COLLOCATION													
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939						
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40						
		Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JE	0.0264	12.32	11.83	6.04	5.45		
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74		
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80		
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	14.00	20.94	15.23	7.39	5.93		
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93		
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26		
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20					
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													

COLLOCATION - South Carolina														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		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 REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51			
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95						
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19						
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66						
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		
		Virtual collocation - Special Access & UNE,cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80		

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93		
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft., per cable			AMTFS	VE1CD	0.0015						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29			
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54			
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91			
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77			
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68			
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30			
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75				
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02				
		Virtual Collocation - CFA Information Resend Request, per Premises, per arrangement, per request			AMTFS	VE1QR		77.71					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74		
	Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.												

COLLOCATION - Tennessee														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
PHYSICAL COLLOCATION													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.033	33.82	31.92				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.033	33.82	31.92				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.033	33.82	31.92				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.033	33.82	31.92				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.033	33.82	31.92				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.066	33.94	31.95				
PHYSICAL COLLOCATION													
		Physical Caged Collocation - App Cost (initial & sub) - Planning, per request			CLO	PE1AC	16.16	2,903.66					
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25					
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00					
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74						
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.95						
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14						
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80						
		Physical Collocation - Power, -48V DC Power, per Fused Amp Requested			CLO	PE1PL	8.87						
		Physical Collocation - Power, -48V DC Power, Caged, Power, Consumption, per Used Amp, per Power Feed ("A" or "B" Feed) - TN Only			CLO	PE1FY	2.03						
		Physical Collocation - Power, -48V DC Power, Caged, Power Construction, per Fused Amp Requested - TN Only			CLO	PE1FX	3.55						
		Physical Collocation - Power, -48V DC Cageless, Power, per Fused Amp Requested - TN Only			CLO	PE1F5	6.79						
		Physical Collocation - Power, -48V DC Power, Cageless, Grandfathered Site, per Fused Amp Requested - TN Only			CLO	PE1F6	2.72						
		Physical Collocation - Power, -48V DC Power, Cageless, Measured AC Usage, per Used Amp, per Power Feed ("A" or "B" Feed) - TN Only			CLO	PE1F7	2.66						
		Physical Collocation - Power, -48V DC Power, Cageless, Infrastructure Capital and Expense Costs, per Fused Amp Requested - TN Only			CLO	PE1F8	5.02						

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Power, -48V DC Power, Cageless, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested - TN Only			CLO	PE1F9	0.95						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25						
		Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94						
		Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence			CLO	PE1FM		307.64					
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10					
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60						
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22						
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82						
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0.033	33.82	31.92				
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95				
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, U1TD1, UNC1X	PE1P1	1.51	53.27	40.16				
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	19.26	52.37	38.89				
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35		
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53						
		Physical Collocation - Space enclosure, welded wire, 50 square feet			CLO	PE1BX	197.09						
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44						
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99						
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67					
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61					
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64					
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24					
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24					
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,027.00					
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00					
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06					
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05					
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45					
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57					
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42					
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02				
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00					

COLLOCATION - Tennessee														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00					
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00					
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00					
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable			CLO	PE1ES	0.0013						
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable			CLO	PE1DS	0.0019						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09					
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			UEA,UHL,UDL,UCL	PE1JE	0.34	11.12	10.18	11.33	10.23		
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44		
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54		
		Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1JH	19.03	26.23	15.51	13.40	10.77		
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78		
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97		
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00					
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81						
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64						
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45						
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30						
PHYSICAL COLLOCATION IN THE REMOTE SITE													
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41						
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69					
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49					
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81					
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15					

COLLOCATION - Tennessee														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49				
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76				
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02				
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27						
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134						
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62				
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.												
VIRTUAL REMOTE SITE COLLOCATION													
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76			
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41						
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49					
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81					
VIRTUAL COLLOCATION													
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00					
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00					
		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,UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35		

COLLOCATION - Tennessee														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75		
		Virtual collocation - Special Acess & UNE, cross-connect per DS3			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99		
		Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear ft., per cable			AMTFS	VE1CD	0.0019						
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00					
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06					
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05					
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45					
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57					
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42					
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44				
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61				
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79				
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64					
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77					
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90					
		Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.67					
VIRTUAL COLLOCATION													
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.57	11.62	9.90	10.38	8.66		

COLLOCATION - Tennessee														
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67		
		Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.											

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-discriminatory Access to Telephone Numbers

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

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

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

1.2.2 If fulfilling KMC Data's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy KMC Data's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate

Commission if the numbering request is denied by the national administrator) to satisfy KMC Data's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by KMC Data for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.3 KMC Data agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.

1.3 KMC Data acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that KMC Data cancel all or a portion of its unassigned intermediate numbers. KMC Data consent to BellSouth's request shall not be unreasonably withheld.

2. LNP

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Customer Line Charge. Where KMC Data subscribes to BellSouth's local switching, BellSouth shall bill and KMC Data shall pay the customer 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 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use Signaling System Seven (SS7) signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include

them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and KMC Data shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and KMC Data shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.

2.9 The Parties will set LRN unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the Advanced Intelligent Network (AIN) SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.

2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.

2.12 BellSouth and KMC Data will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OSS RATES

3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. Quality Of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1.1 Nondiscriminatory Access. BellSouth shall provide to KMC Data access to its Operations Support Systems (OSS) and the necessary information contained therein in order that KMC Data can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on BellSouth's Interconnection Services Web site, http://interconnection.bellsouth.com/guides/html/leo.html, for maintenance and repair at http:/www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at http:/www.interconnection.bellsouth.com/guides/html/billing.html. Except where otherwise required by Commission order, where practicable, BellSouth will notify KMC Data of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth Web site thirty (30) days prior to such changes. In addition, BellSouth will use its best efforts, upon KMC Data's request to BellSouth's Interconnection Services (ICS) Web site group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by KMC Data.

1.2 Regular Working Hours/Overtime. For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday –	8:00 a.m. – 5:00 p.m.	(Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday -	8:00 a.m. – 5:00 p.m.	(Excluding Holidays) (Resale/UNE non-coordinated orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

1.2.2 To the extent KMC Data requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of BellSouth's General Subscriber Services Tariff (GSST) for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular

working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of KMC Data, BellSouth will not assess KMC Data additional charges beyond the rates and charges specified in this Agreement.

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

2. Access to Operations Support Systems

2.1 Interfaces. BellSouth shall provide KMC Data access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of KMC Data to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for KMC Data's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html (Programming Interfaces) and are incorporated herein by reference.

2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one (1) free seat per year. Job aids for updates to such OSS training information are available to KMC Data on the BellSouth Interconnection Services Web site.

2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection Services Web site for testing, http://interconnection.bellsouth.com/clectest/index.html, and in CCP Section 10, http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf.

2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at www.interconnection.bellsouth.com/oss/oss_hour.html, except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.

2.2.2.1 BellSouth will provide a minimum of fifteen (15) days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or customer notification and BellSouth would employ the same process as BellSouth would use for its customers.

2.3 Single Point of Contact/Blanket Letter of Authorization (LOA). KMC Data will be the single point of contact with BellSouth for ordering activity for network elements and other services used by KMC Data to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customers. KMC Data and BellSouth shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.

2.4 Batch Transmission. Upon request, BellSouth shall provide KMC Data with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that KMC Data can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following Bellsouth

Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm. Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1 BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at Bellsouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html. The response interval and average response time will be as required by SQM OSS.

2.5.2 Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's CSR Job Aid and PCSR Job Aid, Issue 2C-October, 2002 which is accessible at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm.

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

2.5.4 Subject to the same exclusions that apply to BellSouth's delivery of CSRs, KMC Data shall use commercially reasonable efforts to provide to BellSouth access to CSRs within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays and Holidays.

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

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

2.5.5.2 Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper customer authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting

Party will send written notice by email to the other Party specifying the alleged noncompliance.

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

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

non-complex and certain resale requests, certain network elements and network element combinations.

2.6.1 Interconnection trunking will be ordered via an access service request (ASR) and shall be billed in accordance with Attachment 3.

2.6.2 KMC Data may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at BellSouth's Interconnection Services Web Site: http://interconnection.bellsouth.com/guides/html/leo.html. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to KMC Data through BellSouth's Carrier Notifications which can be accessed at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/notifications.

2.6.3 Upon receipt of an order for a conversion, from a BellSouth customer to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following Web site: http://interconnection.bellsouth.com/guides/html/leo.html, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify KMC Data subsequent to the order being completed.

2.6.4 KMC Data will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at http://interconnection.bellsouth.com/guides/html/leo.html, or KMC Data's DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or KMC Data otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify KMC Data if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, KMC Data shall use the expedite request field on the order. If KMC Data requests that an order be expedited, BellSouth shall notify KMC Data of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by SQM O-9. Service date advancement charges shall be as set forth in Exhibit A of Attachment 2 of this Agreement.

2.6.5 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by KMC Data, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH, located at

http://interconnection.bellsouth.com/guides/html/leo.html. The charges shall be as set forth in Exhibit A of Attachment 2 of this Agreement and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If KMC Data accepts service on the plant test date (PTD) normal recurring charges will apply from that date but Service Date Advancement charges will only apply if KMC Data previously requested the order to be expedited and the expedited DD is the same as the original PTD.

2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of KMC Data or its customer, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if KMC Data places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply. Where KMC Data 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, KMC Data may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should KMC Data elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if KMC Data places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.

2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.8.1 BellSouth shall not require a disconnect order from a customer, KMC Data, or another CLEC in order to process a KMC Data order for a Resale service available under Attachment 1 to this Agreement.

2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to KMC Data electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide KMC Data with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be found at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.9.1 BellSouth shall provide to KMC Data a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities (PF) Report found on the PMAP web site located at https://pmap.bellsouth.com/default.aspx. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.

2.6.10 Rejections/Errors. BellSouth shall reject and return to KMC Data any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When an LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to KMC Data, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.

2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's Interconnection Services Web site, http://www.interconnection.bellsouth.com/guides/html/lsr.html. BellSouth will work cooperatively with KMC Data as reasonably necessary to assist KMC Data in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as

necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

2.6.10.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.

2.6.11 Due dates cannot be considered confirmed until a complete and accurate service request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by BellSouth, at KMC Data's request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

2.6.12 Service Request Changes (Supplemental Service Requests). If an installation or other KMC Data requested work requires a change from the original KMC Data service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate KMC Data ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide KMC Data an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the KMC Data ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.

2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify KMC Data in accordance with the pending facilities procedures set forth in Section 2.6.14 below.

2.6.12.2 If KMC Data's customer requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify KMC Data at the telephone number on the service order of that request. The BellSouth technician should notify KMC Data in the presence of the KMC Data customer and provide an estimate of additional labor hours or materials needed so that KMC Data can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by KMC Data, even at the customer's request, without approval from the KMC Data ordering center. After all installation or other work is completed, BellSouth shall immediately notify KMC Data of the actual labor hours or materials used to the KMC Data ordering center that authorized the supplemental service request(s).

2.6.13 Pending Facility Situations. BellSouth shall provide to KMC Data notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site located at http://pmap.bellsouth.com/default.aspx and via CSOTS. When BellSouth is able

to provide a new committed due date, BellSouth shall provide KMC Data a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.

2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in KMC Data's service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via CSOTS located at https//csots.bellsouth.com. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet web site at http://pmap.bellsouth.com/default.aspx.

2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.

2.6.16 Orders placed in hold or pending status by KMC Data will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, KMC Data shall be required to submit a new service request. Incorrect or invalid requests returned to KMC Data for correction or clarification will be held for thirty (30) days. If KMC Data does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide KMC Data with the results from all tests when available.

2.6.18 KMC Data and BellSouth will perform cooperative testing, if requested by KMC Data, to test Services and Elements purchased by KMC Data where BellSouth performs cooperative testing on like services for it's retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing (ACAT) charges will apply in accordance with Section 13.3.5 of BellSouth's FCC No.1 Tariff. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, ACAT charges will apply in accordance with Section 13.3.5 of BellSouth's FCC No. 1 Tariff.

2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.

2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by KMC Data on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at KMC Data's request. BellSouth shall provide KMC Data with the results from all tests when available. In situations where a requested test is not

normally performed by BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing no ACAT charges will be charged.

2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by KMC Data, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and KMC Data requests Tagging, KMC Data will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.

2.6.22 Suspend/Restore Orders. Upon KMC Data's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

2.6.23 Unless otherwise ordered by KMC Data, when KMC Data orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. KMC Data shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to KMC Data, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for LSRs submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.

2.6.25 Subject to the same exclusions that apply to BellSouth's delivery of a FOC,KMC Data shall use commercially reasonable efforts to return a FOC to BellSouth, for purposes of porting a number for noncomplex orders, within forty-eight (48) hours exclusive of Saturdays, Sundays and Holidays, after KMC Data's receipt from BellSouth of a valid LSR**.**

2.6.26 Subject to the same exclusions that apply to BellSouth's delivery of a Reject Response, KMC Data shall use commercially reasonable efforts to provide a Reject Response to BellSouth, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

2.7 Maintenance and Repair. KMC Data may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers KMC Data nondiscriminatory access to the Trouble Analysis

Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides KMC Data an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to KMC Data and its customers repair service that is nondiscriminatory in relation to that provided to BellSouth and its customers and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated customers. BellSouth will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.

2.7.1 BellSouth and KMC Data agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the BellSouth's Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. For services provided through resale, BellSouth agrees to provide KMC Data with scheduled maintenance for residence and small business customers consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide KMC Data notification of Central Office conversions consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by KMC Data to its customer, and not by BellSouth. The BellSouth technician shall: (i) contact KMC Data for authorization; (ii) provide an estimate of time and materials required to KMC Data; and (iii) notify KMC Data if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call KMC Data to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the customer on the line so that KMC Data can schedule a new appointment with BellSouth and customer at the same time.

2.7.2.1 BellSouth will bill maintenance charges for premises visits to KMC Data in accordance with the provisions of this Attachment.

2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the customer with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with KMC Data's customer.

2.7.4 BellSouth shall provide KMC Data with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and

repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the BellSouth CLEC Web site at http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html.

2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement (JIA) with BellSouth, KMC Data shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf. A sample JIA is also available at this site.

2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide KMC Data access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth Interconnection Services Web site at http://www.interconnection.bellsouth.com. Such interfaces shall not replace current interfaces prior to being addressed through CCP.

2.7.6 BellSouth shall make every reasonable effort to notify KMC Data upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.

2.7.7 KMC Data may enter a trouble report with BellSouth when a central office feature or function is not performing. If KMC Data's circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, KMC Data can submit a central office features trouble report if the circuit/telephone number has switch translations on it.

2.7.8 BellSouth shall advise KMC Data of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. BellSouth shall notify KMC Data of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement if applicable. KMC Data will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at Bellsouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

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

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

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

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

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint KMC Data/BellSouth testing
- Component repair
- Referral to KMC Data for resolution

2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If KMC Data is involved in the chronic process, notification will be provided to KMC Data. When KMC Data determines that a chronic condition regarding a circuit or service exists, a request may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. KMC Data should provide any test results associated with the reported service at the time the chronic request is made.

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

2.7.10.4 KMC Data can access circuit layout and design information regarding a loop through the Loop Makeup Inquiry Form in LENS and through the Design Layout Report. Such information shall include, but not be limited to, loop length, gauge of wire used, location of bridge taps, and indication of 4-wire or 2-wire loops. To the extent BellSouth's installation and repair personnel have such records or information, BellSouth will inform KMC Data of tip/ring reversal, recent engineering changes and loop loss measurements regarding the loop**.**

2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at Bellsouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html. Such CCP will provide KMC Data with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments**.**

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

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

2.9.1 Rates. BellSouth shall bill KMC Data OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. KMC Data shall bill BellSouth a single manual OSS charge per LSR associated with the "port back" of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, until such time as electronic ordering is provided by KMC Data to BellSouth at which time the applicable electronic OSS charge set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent that KMC Data performs another OSS function for BellSouth that BellSouth performs for KMC Data, the Parties shall amend this Agreement to include such function subject to the same rates , terms and conditions that apply to BellSouth under this Agreement.

2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a LSR submitted by KMC Data when BellSouth's electronic interface normally utilized by KMC Data is unavailable for reasons other than scheduled maintenance.

In order to receive the electronic OSS charge KMC Data must follow the procedure outlined in BellSouth's LOH, located at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html, for every manually submitted LSR.

3. Miscellaneous

3.1 Customer Migration. Neither BellSouth nor KMC Data shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2 Use of Facilities. When a customer of KMC Data elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to KMC Data by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (i.e., service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify KMC Data that such a request has been processed after the disconnect order has been completed. Such notification will be provided via **KMC Data**'s line loss notification report which can be found on the PMAP web site at http://pmap.bellsouth.com/default.aspx and is updated on a daily basis except for Sundays.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/contact/index.html**.** KMC Data shall provide a contact number that is separate and distinct from that provided to KMC Data's customers. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.

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

3.5 Service Arrangement Reconfiguration. BellSouth shall reconfigure (company initiated activity (CIA) or central office conversion) the KMC Data service arrangements of KMC Data's customer, for Resale services, or customer, for UNEs or Combinations, in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. § 51.325 *et seq*. as well as the procedures described in the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by KMC Data (i.e., Resale, UNE or Combination) to another type of service as a result of such reconfiguration.

3.6 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own customers. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own customers.

3.7 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with customers of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's customers.

3.7.1 Any written "leave behind" materials that BellSouth technicians provide to KMC Data customers shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the customer and non-branded "not at home" cards.

3.8 Escalation Procedures and Contacts. BellSouth's escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on BellSouth's Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

3.9 Disputes Between KMC Data and KMC Data's Customers. In general, BellSouth will not become involved in disputes between KMC Data and KMC Data's customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, KMC Data shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist KMC Data in as timely a manner as possible. BellSouth's involvement will be limited to interfacing with KMC Data's employees who are involved in the dispute resolution.

3.10 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. KMC Data must contact the appropriate BellSouth work center to record KMC

Data's issue/dispute and to work with the personnel within the center to reach final resolution. Should KMC Data determine that escalation is required to reach resolution, KMC Data should invoke the process appropriate for that work center as spelled out in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides for provisioning, maintenance and repair; in Project Management located at http://interconnection.bellsouth.com/centers/html/pm.html for customer care project management; Section 8.0 of the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.

3.11 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.

3.12 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.

3.13 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless KMC Data negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.

3.14 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.

3.15 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by KMC Data during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

3.16 Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise KMC Data when

it is determined that annoyance calls are originated from one of its customers or its Customer's customer locations. It is the responsibility of KMC Data to take the corrective action necessary up to and including the disconnection of service to its customers or its Customer's customers who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to KMC Data's customers and its Customer's customers as BellSouth provides to its own customers.

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 KMC Data under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change to comply with standards that are finalized by the applicable industry forum.

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

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

1.1.3 The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. Subject to Section 32.3 of the General Terms and Conditions of this Agreement, charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:

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

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

1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to BellSouth.

1.1.5 BellSouth will render bills each month for lines on established bill days for each of KMC Data's accounts. Where feasible, BellSouth shall offer to render bills in electronic format. For any other billing media formats, BellSouth will offer to provide them so long as BellSouth supports their generation. If KMC Datarequests multiple billing media or additional copies of the bills, BellSouth will provide these at an additional cost as described in FCC No. 1 Tariff Section 13.3.6.3. To the extent KMC Data supports the medium requested, additional copies of bills will be provided to BellSouth upon request from BellSouth at an additional cost equal to that which BellSouth would impose upon KMC Data.

1.1.6 BellSouth will bill KMC Data in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill KMC Data, and KMC Data will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, customer common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, Bellsouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required under Section 1.8 below, and receiving certification as a local exchange carrier from the appropriate regulatory agency, KMC Data will provide the appropriate BellSouth Advisory Team/Local Contract Manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate

Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, KMC Data may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from KMC Data. Notwithstanding the foregoing, this Section shall have no impact on KMC Data in a state, if KMC Data already has established accounts with BellSouth in that state including the overall CC or OCN if KMC Data is operating in more than one (1) state.

1.2.1 Upon request from KMC Data, BellSouth shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of KMC Data billing to BellSouth. BellSouth will provide a LOA to KMC Data upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on BellSouth, if BellSouth already has established accounts with KMC Data.

1.2.2 OCN, CC, CIC, ACNA and BAN Changes. Except to the extent otherwise agreed to in a separate agreement between the Parties, if KMC Data needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when KMC Data has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), KMC Data shall bear all costs incurred by BellSouth to convert KMC Data to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). Such ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of KMC Data's customer records and will be handled by the BFR/NBR process.

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

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

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

payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

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

1.6 Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.4 above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, as appropriate. In addition to any applicable late payment charges, KMC Data may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

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

1.7.1 Except as otherwise provided for in specific provisions of this Agreement that address suspension or termination of services, each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g., making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any violation or noncompliance with this Agreement and/or each Party's tariffs, where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15^{th}) day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of existing services to the other Party if such use is not corrected or ceased by the thirtieth (30^{th}) day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over such

allegations and/or the action to be taken. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions to this Agreement.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2 below, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to KMC Data that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due subsequent to the issuance of the written notice (Additional Amounts Owned), is not received by the fifteenth (15^{th}) day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice that BellSouth may discontinue the provision of existing services to KMC Data if payment of such amounts, and all other Additional Amounts Owed that become past due subsequent to the issuance of the written notice, is not received by the thirtieth (30^{th}) day following the date of the initial notice. Upon request, BellSouth will provide information to KMC Data of the Additional Amounts Owed that must be paid prior to the time periods set forth in the written notice to avoid suspension of access to ordering systems or discontinuance of the provision of existing services as set forth in the initial written notice. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this Section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.

1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customers of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party’s normal application procedures.

1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.

1.8 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. KMC Data may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, KMC Data shall complete a credit profile and provide in the form attached hereto as Exhibit B.

1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if KMC Data has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat KMC Data, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.

1.8.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.8.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.8.3.1 The amount of the security due from KMC Data shall be reduced by the undisputed amounts due to KMC Data by BellSouth pursuant to Attachment 3 of this Agreement that have not been paid by the Due Date at the time of the request by BellSouth to KMC Data for a deposit. Within ten (10) days of BellSouth's payment of such undisputed past due amounts to KMC Data, shall provide the additional security necessary to establish the full amount of the deposit that BellSouth originally requested.

1.8.4 Any such security shall in no way release KMC Data from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2 below.

1.8.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.8.5.1 KMC Data must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is received over thirty (30) days past the Due Date.

1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.8.5.3.1 Free cash flow positive;

1.8.5.3.2 Positive tangible net worth; and

1.8.5.3.3 Debt/tangible net worth rating of two point five (2.5) or better.

1.8.6 Subject to Section 1.8.7 following, in the event KMC Data fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of KMC Data's receipt of such request, service to KMC Data may be terminated in accordance with the terms of Section 1.7 above and subtending sections of this Attachment, and any security deposits will be applied to KMC Data's account(s). Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.8.7 The Parties will work together to determine the need for or amount of a reasonable deposit**.** If KMC Data does not agree with the amount or need for a deposit requested by BellSouth, KMC Data may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that KMC Data posts a payment bond for fifty percent (50%) of the requested deposit during the pendency of the proceeding. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

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

1.8.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of KMC Data so warrants and/or gross monthly billing has increased more than twenty-five percent (25%) beyond the level most recently

used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.8.

1.8.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) days of its determination that such security is no longer required by the terms of this Section 1.8 above or within thirty (30) days of KMC Data establishing that it satisfies the standards set forth in Section 1.8.5 above. KMC Data may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. KMC Data shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

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

1.9.1 Upon request of KMC Data, BellSouth's Initial Notice to KMC Data that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth (15^{th}) day following the date of the notice will be supplied to KMC Data's billing contact and to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement (such notice sent to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement shall be provided as a stand-alone document and shall not be accompanied by bills that may be generated concurrently with the notice, unless such individual(s) also serves as a billing contact). KMC Data shall notify BellSouth's billing department of any changes to the Notices contact(s). Notices of security deposits and termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.

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

2. BILLING DISPUTES

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

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

2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which KMC Data agrees to travel at its expense.

2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at Bellsouth's Interconnection Services Web site: http://interconnection.bellsouth.com/forms/html/billing&collections.html to assist in this effort. If the Parties are unable within the sixty (60) day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) days.

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

3. COOPERATION IN SUPPLYING BILLING INFORMATION

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

4. RAO HOSTING

4.1 Remote Accounting Office (“RAO”) Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to KMC Data by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide KMC Data with thirty (30) days’ advanced notice of such revisions.

4.2 KMC Data shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Charges or credits, as applicable, will be applied by BellSouth to KMC Data on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 KMC Data must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, KMC Data must request that BellSouth establish a unique hosted RAO code for KMC Data. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

4.5 BellSouth will receive messages from KMC Data that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. KMC Data shall send all messages to BellSouth no later than sixty (60) days after the message date.

4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from KMC Data.

4.7 All data received from KMC Data that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

4.8 All data received from KMC Data that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by KMC Data and will forward them to KMC Data on a daily basis for processing.

4.10 Transmission of message data between BellSouth and KMC Data will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).

4.10.1 Data circuits (private line or dial-up) will be required between BellSouth and KMC Data for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, KMC Data will be responsible for ordering the circuit and coordinating the installation with BellSouth. KMC Data will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of KMC Data. 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 KMC Data. Additionally, all message toll charges associated with the use of the dial circuit by KMC Data will be the responsibility of KMC Data. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the KMC Data end for the purpose of data transmission will be the responsibility of KMC Data.

4.10.2 If KMC Data utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC Data.

4.11 All messages and related data exchanged between BellSouth and KMC Data will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

4.12 KMC Data will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

4.13 Should it become necessary for KMC Data to send data to BellSouth more than sixty (60) days past the message date(s), KMC Data will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or KMC Data, where necessary, to notify all affected LECs.

4.14 Should an error be detected by the EMI format edits performed by BellSouth on data received from KMC Data, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify KMC Data of the error. KMC Data 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, KMC Data will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.15 In association with message distribution service, BellSouth will provide KMC Data with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.16 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section.

4.17 RAO Compensation

4.17.1 Rates for message distribution service provided by BellSouth for KMC Data are set forth in Exhibit A.

4.17.2 Rates for data transmission associated with message distribution service are set forth in Exhibit A.

4.18 Intercompany Settlements Messages

4.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by KMC Data 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 KMC Data and the involved company(ies), unless that company is participating in NICS.

4.18.2 Both traffic that originates outside the BellSouth region by KMC Data and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by KMC Data, is covered by CATS. Also covered is traffic that either is originated by or billed by KMC Data, involves a company other than KMC Data, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.18.3 Once KMC Data is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

4.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of KMC Data. BellSouth will distribute copies of these reports to KMC Data on a monthly basis.

4.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of KMC Data. BellSouth will distribute copies of these reports to KMC Data on a monthly basis.

4.18.6 BellSouth will collect the revenue earned by KMC Data 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 KMC Data. BellSouth will remit the revenue billed by KMC Data to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on KMC Data. These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to KMC Data monthly via a monthly CABS miscellaneous bill.

4.18.7 BellSouth will collect the revenue earned by KMC Data 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 KMC Data. BellSouth will remit the revenue billed by KMC Data 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 (2) amounts will be netted together by BellSouth and the

resulting charge or credit issued to KMC Data monthly via a monthly CABS miscellaneous bill.

4.18.8 BellSouth and KMC Data agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

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

5.1 Recording Failure(s)

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

5.1.2 The term "unbillable" refers to a message or service that cannot be billed to the correct KMC Data customer.

5.2 Lost, Damaged, or Destroyed Message Data

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

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

5.3 Determination of Losses

5.3.1 Material Loss. BellSouth shall review its daily controls to determine if data has been lost. The message threshold (five thousand (5000) (this is the number of

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

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

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

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

6. OPTIONAL DAILY USAGE FILE

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

6.2 KMC Data shall furnish all relevant information required by BellSouth for the provision of the ODUF.

6.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a KMC Data customer.

6.4 Charges for the ODUF will appear on KMC Datas' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A. KMC Data will be billed at the ODUF rates that are in effect at the end of the previous month.

6.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.6 Messages that error in the billing system of KMC Data will be the responsibility of KMC Data. If, however, KMC Data should encounter significant volumes of errored messages that prevent processing by KMC Data within its systems, BellSouth will work with KMC Data to determine the source of the errors and the appropriate resolution. Upon request from KMC Data, BellSouth shall resend errored messages in accordance with SQM B-9.

6.7 The following specifications shall apply to the ODUF feed.

6.7.1 ODUF Messages to be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to KMC Data:

6.7.1.1.1 Message recording for per use/per activation type services (examples:

Three -Way Calling, Verify, Interrupt, Call Return, etc.)

6.7.1.1.2 Measured Local

6.7.1.1.3 Directory Assistance messages

6.7.1.1.4 IntraLATA Toll

6.7.1.1.5 WATS and 800 Service

6.7.1.1.6 N11

6.7.1.1.7 Information Service Provider Messages

6.7.1.1.8 Operator Services Messages

6.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

6.7.1.1.10 Credit/Cancel Records

6.7.1.1.11 Usage for Voice Mail Message Service

6.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to KMC Data.

6.7.1.4 In the event that KMC Data detects a duplicate on ODUF they receive from BellSouth, KMC Data will drop the duplicate message and will not return the duplicate to BellSouth.

6.7.2 ODUF Physical File Characteristics

6.7.2.1 ODUF will be distributed to KMC Data via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy five (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 (1) dataset per workday per OCN.

6.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and KMC Data for the purpose of data transmission as set forth in Section 4.10.1 above.

6.7.2.3 If KMC Data utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC Data.

6.7.3 ODUF Packing Specifications

6.7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

6.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC Data which BellSouth RAO that is sending the message. BellSouth and KMC Data will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Data and resend the data as quickly as technically possible.

6.7.3.3 The data will be packed using ATIS EMI records.

6.7.4 ODUF Pack Rejection

6.7.4.1 KMC Data will notify BellSouth within one (1) 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. KMC Data will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC Data by BellSouth.

6.7.5 ODUF Control Data

6.7.5.1 KMC Data will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC Data's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by KMC Data for reasons stated in the above Section.

6.7.6 ODUF Testing

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

7. ACCESS DAILY USAGE FILE

7.1 Upon written request from KMC Data, BellSouth will provide the Access Daily Usage File (ADUF) service to KMC Data pursuant to the terms and conditions set forth in this Section.

7.2 KMC Data shall furnish all relevant information required by BellSouth for the provision of ADUF.

7.3 ADUF will contain access messages associated with a port that KMC Data has purchased from BellSouth

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

7.5 Messages that error in the billing system of KMC Data will be the responsibility of KMC Data. If, however, KMC Data should encounter significant volumes of errored messages that prevent processing by KMC Data within its systems, BellSouth will work with KMC Data to determine the source of the errors and the appropriate resolution. Upon request from KMC Data, BellSouth shall resend errored messages in accordance with SQM B-9.

7.6 ADUF Messages To Be Transmitted

7.6.1 The following messages recorded by BellSouth will be transmitted to KMC Data:

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

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

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

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

7.6.4 ADUF Physical File Characteristics

7.6.4.1 ADUF will be distributed to KMC Data via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (two hundred and ten (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 (1) dataset per workday per OCN.

7.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and KMC Data for the purpose of data transmission as set forth in Section 4.10.1 above.

7.6.4.3 If KMC Data utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC Data.

7.6.5 ADUF Packing Specifications

7.6.5.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

7.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC Data which BellSouth RAO is sending the message. BellSouth and KMC Data will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Data and resend the data as quickly as technically possible.

7.6.5.3 The data will be packed using ATIS EMI records.

7.6.6 ADUF Pack Rejection

7.6.6.1 KMC Data will notify BellSouth within one (1) 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. KMC Data will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC Data by BellSouth.

7.6.7 ADUF Control Data

7.6.7.1 KMC Data will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC Data's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by KMC Data for reasons stated in the above Section.

7.6.8 ADUF Testing

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

8. ENHANCED OPTIONAL DAILY USAGE FILE

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

8.2 KMC Data shall furnish all relevant information required by BellSouth for the provision of the EODUF.

8.3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

8.4 Charges for delivery of the EODUF will appear on KMC Data's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A. KMC Data will be billed at the EODUF rates that are in effect at the end of the previous month.

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

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

appropriate resolution. Upon request from KMC Data, BellSouth shall resend errored messages in accordance with SQM B-9.

8.7 The following specifications shall apply to the EODUF feed.

8.7.1 Usage To Be Transmitted

8.7.1.1 The following messages recorded by BellSouth will be transmitted to KMC Data:

8.7.1.1.1 Customer usage data for flat rated local call originating from KMC Data's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:

8.7.1.1.1.1 Date of Call

8.7.1.1.1.2 From Number

8.7.1.1.1.3 To Number

8.7.1.1.1.4 Connect Time

8.7.1.1.1.5 Conversation Time

8.7.1.1.1.6 Method of Recording

8.7.1.1.1.7 From RAO

8.7.1.1.1.8 Rate Class

8.7.1.1.1.9 Message Type

8.7.1.1.1.10 Billing Indicators

8.7.1.1.1.11 Bill to Number

8.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to KMC Data.

8.7.1.3 In the event that KMC Data detects a duplicate on EODUF they receive from BellSouth, KMC Data will drop the duplicate message (KMC Data will not return the duplicate to BellSouth).

8.7.2 Physical File Characteristics

8.7.2.1 The EODUF feed will be distributed to KMC Data over their existing ODUF feed. The EODUF messages will be intermingled among KMC Data's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The

data on the EODUF will be in a non-compacted EMI format (one hundred and seventy-five (175) byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

8.7.3 Packing Specifications

8.7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

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

8.7.3.3 The data will be packed using ATIS EMI records.

CMDS - Alabama													Attachment: 7		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.007037											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.000113											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message					0.000011											
		ODUF: Message Processing, per message					0.004101											
		ODUF: Message Processing, per Magnetic Tape provisioned					42.67											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094											
	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.																	

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	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.001656											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message					0.0000071											
		ODUF: Message Processing, per message					0.002146											
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375											
	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.																	

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	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.001713											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013027											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message					0.0000068											
		ODUF: Message Processing, per message					0.002167											
		ODUF: Message Processing, per Magnetic Tape provisioned					36.06											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856											
	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.																	

CMDS - Kentucky													Attachment: 7		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.001857											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012447											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message					0.0000136											
		ODUF: Message Processing, per message					0.002506											
		ODUF: Message Processing, per Magnetic Tape provisioned					35.90											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372											
	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.																	

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

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

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

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

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

BELLSOUTH
Interconnection Services

Credit Profile

Return by Fax to: 404-986-0166

Complete, sign and fax to: 404-986-0166 Attention: Business Credit Management	Estimated Monthly billing with BellSouth $_____
For questions concerning this application call 888-634-4114	New customer ☐ Existing customer ☐
Please Print And Complete All Information.	Attach Copy of Fiscal Audited Statement (if available)

Type of Business Applying For:

☐ Local (Resale) ☐ Facility Based ☐ Payphone Services Provider (# of lines in the first 6 months) _____
☐ Access ☐ CMRS (Wireless) ☐ Other_____

Company Information

Business Name (Legal Name)	Doing Business As (Trade Style)		
Please Check One: ☐ Corporation ☐ Partnership ☐ Sole-Proprietor ☐ Other _____			
Street Address	City	State	Zip
Corporate Office Location (If different from above)	City	State	Zip
(Area Code) Telephone Number / (Area Code) Fax Number	E mail address of business		
Are you presently a Bellsouth Customer in another area of business? ☐ Yes ☐ No			
Contact name for additional information (if needed) Contact e mail address:			

Officer's Names

President	CFO	CEO

Company History

Year Business Established	Principal Business of Firm	Company Web Site:

Business Credit References

Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		

Bank Reference

Bank Name	City	State	Account Number
Banking Officer	(Area Code) Telephone Number	(Area Code) Fax Number	

I hereby authorize you to release to BellSouth any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge.

Signature (Authorized Individual Only)	Print Name	Date (MM/DD/YYYY)

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Carrier Dispute Section:					
1. * Date (yyyy-mm-dd):	2. * New Dispute ☐ Yes ☐ No		3. * Carrier Claim/Audit Number: Carrier Name:		
4. * Select Service Type: Click Here To Select Dispute Service Type					
5. * Carrier (IXC) ACNA/CLEC/OCN:			6. *BAN / Q Account / PSP Account:		
7. * End User Telephone Number (If Q Account):			8. * BellSouth Circuit number(s) (If Applicable):		
9. * Amount Disputed:	10. ☐ Recurring Charges	11. ☐ NonRecurring Charges	12. * Bill Dates/Invoice Dates: or From: & To: Dates (YYYY-MM-DD)		
13. Amount Withheld from Bill:			14. * # BAN Number(s)/Q Account(s) Short Paid:		
15. * Reason Amount Is In Question ***(Tariff or Contract Reference as appropriate):*** {Continue on second page if needed}					
Click Here To Choose Late Payment Charge Type					
☐ Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears:					
Additional Information (i.e. page number(s), item number(s) on bill etc.)					
☐ **Click here to indicate a Spreadsheet is attached listing dispute details. Note: Required for Mass Disputes.** **Select Mass Dispute Type: Click Here To Select Mass Dispute Type** This type of dispute must be submitted via the dispute templates found on the following URL. **http://www.interconnection.bellsouth.com/forms/html/billing&collections.html** (Note: Only one dispute type may be submitted per Audit Number on the BAR RF1461 Form.)					
Disputing Carrier Contact Section:					
16. Name:			17. e-mail:		
18. Telephone #:			19. (Area Code) Fax #:		
20. Address:					
BellSouth Dispute Receipt Acknowledgement Section:					
21. Date (yyyy-mm-dd)	22. BellSouth Audit # or BDATS Log #:		23. Contact Number: Contact Name:		
Dispute Rejection Section:					
☐ Dispute Rejected See Field # 33 For Explanation:					
Billing Adjustment Response Section:					
24. $ Amount Disputed:	25. $ Credit:	26. $ Debit	27. $ Denied:	28. $ Additional Credit:	29. $ Additional Debit:
30. $ Net Credit / Debit:			31. Invoice or Bill Adjustment will appear: Bill Section Adjustment will appear: Click To Select Bill Section		
32. BAN Number(s) Q Account(s) Credit/Debit Applied To:					
33. Explanation - {Continue on second page if needed}:					
34. Service Rep Name: 35. Telephone #:			36. Fax #: 37. Date: (yyyy-mm-dd):		
38. BellSouth considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. **"All UN-Disputed Monies Are Now Due."**					

· **Indicates this is a required field see list of field descriptions.**

This form may be found at: http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

02/05/03

Ksr (Rev 12-20-2002) Version 19 (Added LPC & PSP Provider information to form.)

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Additional Explanation & Notes Page

Carrier Additional Notes Section:

Carrier Dispute Section: - Continued - (Additional Dispute Notes)
15. * Reason Amount Is In Question ***(Tariff or Contract Reference as appropriate):*** **(Additional Notes)**

BellSouth Additional Notes Section:

Billing Adjustment Response Section - Continued - (Additional Rejection/Resolution Explanation Notes)
33. Explanation:

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

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

Attachment 10

BellSouth Disaster Recovery Plan

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PAGE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

2.0 SINGLE POINT OF CONTACT

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

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

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia’s National Network Management Directory, is 404-321-2516. The telephone number for KMC Data’s Local Switch Control Center is [INSERT NUMBER].

3.0 IDENTIFYING THE PROBLEM

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

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

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

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

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

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

a) Place specialists and emergency equipment on notice;

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

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

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

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

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

g) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

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

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

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

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

f) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues and

may use traffic figures averaged over the most recent three (3) month period as a proxy taking into account known or expected deviations during the recovery period.

7.0 ACRONYMS

CLEC - Competitive Local Exchange Carrier

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

TSP - Telecommunications Service Priority

8.0 Hurricane Information

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

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

9.0 BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

1.1 The Parties agree that KMC Data is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when KMC Data makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

1.2 A BFR shall be submitted in writing by KMC Data and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include KMC Data's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to KMC Data's designated BellSouth sales contact or Local Contract Manager.

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from KMC Data at any time during the processing of the BFR.

1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to KMC Data by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR**.** The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.

1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis

will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet KMC Data's requested date.

1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify KMC Data within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If KMC Data accepts the complex request evaluation fee proposed by BellSouth, KMC Data shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to KMC Data by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

1.7 KMC Data may cancel a BFR at any time. If KMC Data cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If KMC Data cancels the BFR within thirty (30)

business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

1.8 KMC Data will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If KMC Data fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.

1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis**.**

1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate**,** the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of KMC Data's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of KMC Data's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of KMC Data's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

1.10 KMC Data shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit KMC Data's account for the difference**.**

1.11 Unless KMC Data agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

1.12 If KMC Data believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, KMC Data shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2.0 **NEW BUSINESS REQUEST**

2.1 KMC Data also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by KMC Data to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

2.2 An NBR shall be submitted in writing by KMC Data and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to KMC Data's designated BellSouth sales contact or Local Contract Manager.

2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact

responsible for responding to the NBR And shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from KMC Data at any time during the processing of the NBR.

2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to KMC Data by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.

2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet KMC Data's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.

2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify KMC Data within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If KMC Data accepts the complex request evaluation fee amount proposed by BellSouth, KMC Data shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to KMC Data by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.

2.7 KMC Data may cancel an NBR at any time. If KMC Data cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If KMC Data cancels the NBR within thirty (30) business

days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.

2.8 KMC Data will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If KMC Data fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.

2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.

2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of KMC Data's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of KMC Data's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

2.10 KMC Data shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit KMC Data's account for the difference.

2.11 Unless KMC Data agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required

and the Parties shall negotiate such agreement or amendment in good faith.