

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
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, UNC3X	1L5NC	13.72										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1, UNC3X	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 COMBINATION																
	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										

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								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 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									
		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-wire 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									
		4-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 INTEROFFICE 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 Loop 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	SOME C	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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)						
												SOMECD	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 Transport - 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

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 COMPONENTS																
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 COMBINATION																
	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 First	Add'l	Nonrecurring Disconnect First Add'l		OSS Rates (\$)					
											SOMEc	SOMAN	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 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									
		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-wire 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									
		4-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 INTEROFFICE 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 First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)				
												SOMEc	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 Lolo 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-recurring 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 System - per month for a Local Loop			UDN	UC1CA	3.56									
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - 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

1. GENERAL	3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT).....	3
3. NETWORK INTERCONNECTION	5
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES.....	9
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	16
6. SIGNALING	17
7. FORECASTING FOR TRUNK PROVISIONING	25
8. TRUNK UTILIZATION.....	26
9. INTERFERENCE OR IMPAIRMENT	28
10. COMPENSATION FOR CALL TRANSPORTATION AND TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC	30
11. FRAME RELAY SERVICE INTERCONNECTION.....	39
12. BASIC 911 AND E911 INTERCONNECTION.....	42
Rates	Exhibit A
Basic Architecture	Exhibit B
One Way Architecture	Exhibit C
Two Way Architecture	Exhibit D
Supergroup Architecture	Exhibit E

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 III.
- 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 III.

- 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 III 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 III 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 III 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 III 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 Interconnection via Dedicated Facilities
- 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 III submit an ASR for an augmentation to the facilities purchased by KMC III 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 III incurs ordering charges, BellSouth and KMC III 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 III elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, KMC III 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 III'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 III 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 III, and within a reasonable and non-discriminatory time frame, BellSouth shall allow KMC III access to the fusion splice point for the Fiber Meet point for maintenance purposes on KMC III'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 III 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 III shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of KMC III's originated Local Traffic, ISP-bound Traffic and for the receipt and delivery of Transit Traffic. To the extent KMC III 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 III has established interconnection trunk groups, KMC III shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, KMC III shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where KMC III has homed (i.e., assigned) its NPA/NXXs. KMC III 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 III 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 III's NXX access tandem homing arrangement as specified by KMC III in the LERG.
- 4.4 Any KMC III interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Attachment, (2) affects traffic delivered to KMC III from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require KMC III 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 III 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 III'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 III 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 III's originating Local Traffic, ISP-bound Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between KMC III and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between KMC III and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing (MPB) arrangement with BellSouth, and other network providers with which KMC III desires to exchange traffic. This trunk group also carries KMC III 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 III. 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 III-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 III customers. A two (2)-way trunk group provides Intratandem Access for KMC III's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between KMC III and ICOs, IXC's, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC III desires to exchange traffic. This trunk group also carries KMC III 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 III. 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 III and BellSouth. In addition, a separate two (2)-way transit trunk group must be established for KMC III's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between KMC III and ICOs, IXC, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC III desires to exchange traffic. This trunk group also carries KMC III 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 III 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 III's Transit Traffic are exchanged on a single two-way trunk group between KMC III and BellSouth to provide Intratandem Access to KMC III. This trunk group carries Transit Traffic between KMC III and ICOs, IXCs, other CLECs, CMRS providers that have a MPB arrangement with BellSouth, and other network providers with which KMC III desires to exchange traffic. This trunk group also carries KMC III 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 III 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 III does not choose access tandem interconnection at every BellSouth access tandem within a LATA, KMC III may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA KMC III 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 III's originated Local Traffic, ISP-bound Traffic and for LATA wide transport and termination. KMC III must also establish an interconnection trunk group(s) at all BellSouth access tandems where KMC III NXXs are homed as described in Section 4.2.1 above. If KMC III 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 III 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 III's Local

Traffic, ISP-bound Traffic and to End-Users served through those BellSouth access tandems where KMC III 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 III 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 III will be delivered to and from IXCs based on KMC III's NXX access tandem homing arrangement as specified by KMC III 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 III does not purchase MTA in a LATA served by multiple access tandems, KMC III must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent KMC III routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, KMC III shall pay BellSouth the associated MTA charges.

4.8.2 Local Tandem Interconnection

- 4.8.2.1 Local Tandem Interconnection arrangement allows KMC III 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 III-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 III must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, KMC III 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 III 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 III does not choose to establish an interconnection trunk group(s). It is KMC III'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 III's codes. Likewise, KMC III 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 III must also establish an interconnection trunk group(s) to a BellSouth access tandem within the LATA on which KMC III 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 III 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 III 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 III'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 III 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 III chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all KMC III 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 III may choose to perform its own Toll Free database queries from its switch. In such cases, KMC III 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 III 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 III will route the post-query local or intraLATA converted ten (10)-digit local number to BellSouth over the Transit Traffic Trunk Group and KMC III shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, KMC III 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 III's network but that are connected to BellSouth's access tandem.

4.8.5.3 All post-query Toll Free calls for which KMC III 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 III chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (CCS), SS7 connectivity is required between the KMC III 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 III 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 III'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 III 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 III database, then KMC III agrees to provide BellSouth with the Destination Point Code for KMC III 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 III 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 III or KMC III-designated local switching systems to the BellSouth SS7 network:

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

6.4.1.1.2 A B-link interface from KMC III 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 III local or tandem switching systems destined to/from any signaling point within BellSouth's SS7 network where the KMC III 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 III local or tandem switching systems destined to/from any signaling point or network accessed through BellSouth's SS7 network where the KMC III 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 III local STPs or KMC III 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 III 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 III 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 III 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 III 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 III local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of KMC III 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 III or KMC III-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 6.6.9.1.1 A-link interface from KMC III local or tandem switching systems; and
 - 6.6.9.1.2 B-link interface from KMC III 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 III local or tandem switching systems destined to any signaling point in the

BellSouth SS7 network with which the KMC III 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 III and BellSouth agree that BellSouth will bill KMC III 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 III implements a system that is capable of counting the total number of signaling messages that traveled over facilities connecting KMC III'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 III may use the total number of signaling messages that BellSouth's signaling bill to KMC III indicates have traveled over facilities connecting KMC III's CCS7 network and BellSouth's CCS7 network for that same month. When KMC III implements a system that is capable of counting the total number of signaling messages that travel over facilities connecting KMC III's CCS7 network and BellSouth's CCS7 network, KMC III 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 III 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	<u>Message Charge for ISUP Messages</u>	RATE
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Per signaling message	Bill & Keep
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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 III 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 III reciprocal trunking forecasts. BellSouth's reciprocal trunking forecasts will be based upon information provided by KMC III in the initial forecast. If KMC III 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 III-to-BellSouth one-way trunks (KMC III Trunks), BellSouth-to-KMC III 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 III 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 III shall continue to provide interconnection trunk forecasts on an annual basis or at otherwise mutually agreeable intervals. KMC III 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 III 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 III’s forecast, KMC III 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 III 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 III interface. KMC III 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 III expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager will discuss the information with KMC III 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 III. The due date of these orders will be thirty (30) calendar days after KMC III 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 III for any Under-utilized Reciprocal Final Trunk Groups, KMC III shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth to KMC III, 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 III 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 III’s forecast, KMC III 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 III 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 III interface. KMC III 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 III expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager will discuss the information with KMC III to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, KMC III will issue disconnect orders to BellSouth. The due date of these orders will be thirty (30) calendar days after KMC III 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 III with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, KMC III 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 III and such information is reasonably necessary for KMC III 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 III 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 III, BellSouth shall use best efforts to provide KMC III with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, KMC III 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 III and such information is reasonably necessary for KMC III to identify and analyze potential risks associated with such maintenance.
- 9.5 BellSouth will provide KMC III's Network Operations Center with written notice when translations are scheduled to be modified on KMC III'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 III determines that there is an outage that encompasses either a particular section of the network or the whole network, then KMC III shall generate a trouble ticket to the CISC. After issuing the trouble ticket, KMC III will notify the appropriate BellSouth representative in the CISC via telephone. KMC III may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with KMC III to determine the appropriate steps to resolve such outage. Additionally, KMC III 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 III of a Global Outage in accordance with BellSouth's Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, KMC III 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 III 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 III agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or KMC III 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 III further agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or KMC III 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 III assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to KMC III 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 III 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 III 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 III requires interconnection from KMC III 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 III shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that KMC III 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 III as their presubscribed interexchange carrier, or if the BellSouth customer uses KMC III as an interexchange carrier on a 101XXXX basis, BellSouth will charge KMC III 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 III 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 III 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 III 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 III 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 III 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 III switching shall be treated as KMC III-originated traffic and KMC III 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 III 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 III-originated traffic and KMC III 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 III to the terminating carrier; provided, however, that KMC III 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 III for transiting KMC III-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 III, KMC III shall reimburse BellSouth for all charges paid by BellSouth, provided that BellSouth notifies KMC III and, upon request, provides KMC III 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 III reimburses BellSouth for any such payments, any

disputes with respect to such charges shall be between KMC III 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 III, BellSouth and KMC III 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 III will bill BellSouth at KMC III's intrastate switched access rate as set forth in KMC III'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 III 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 III agrees to reimburse BellSouth for the actual charges assessed by the ICO to BellSouth (and paid by BellSouth) for the KMC III originated calls. All reimbursement billing by BellSouth to KMC III shall be covered by the Billing Dispute provisions of this Agreement. This provision does not apply when KMC III has a direct relationship with the ICOs and has notified BellSouth of said relationship.

10.12.3 KMC III 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 III'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 III is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between KMC III 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 III 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 III 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 III 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 III 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 III will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of KMC III'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 III will pay, the total nonrecurring and recurring charges for the NNI port. KMC III 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 III'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 III 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 III orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the KMC III Frame Relay switch, BellSouth will invoice, and KMC III will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and KMC III Frame Relay switches. If the VC is a Local VC, KMC III 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 III for the PVC segment.
- 11.9.2 If BellSouth orders a Local VC connection between a KMC III subscriber's PVC segment and a PVC segment from the KMC III Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and KMC III will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and KMC III Frame Relay switches. If the VC is a Local VC, KMC III 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 III 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 III requests a change, BellSouth will invoice and KMC III 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 III 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 III 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 III 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 III 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 III will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, KMC III will be required to begin using E911 procedures.

12.3 E911 Interconnection. KMC III 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 III will be required to provide BellSouth daily updates to the E911 database. KMC III 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 III 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 III shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

- 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

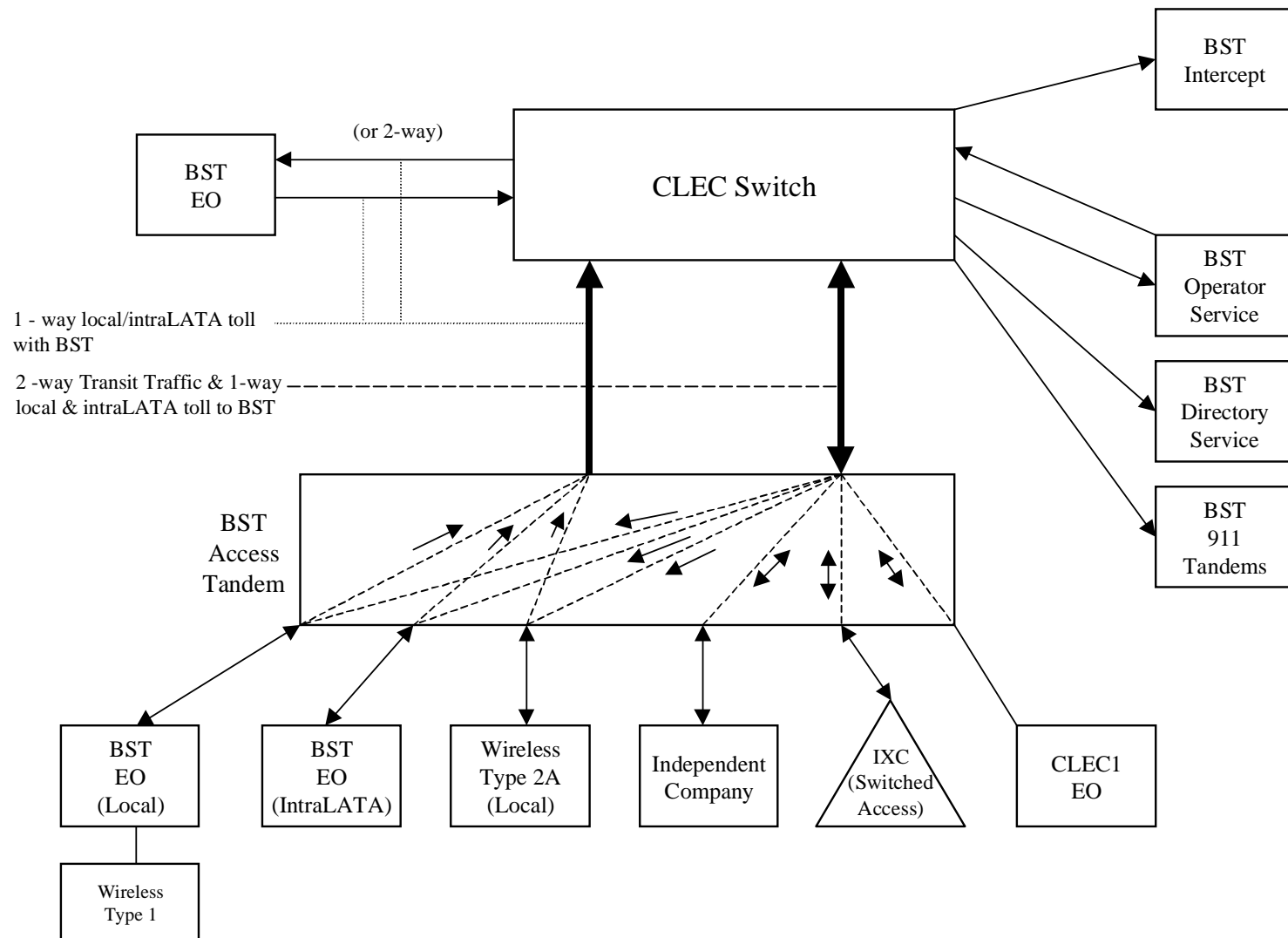


Exhibit C

One-Way Architecture

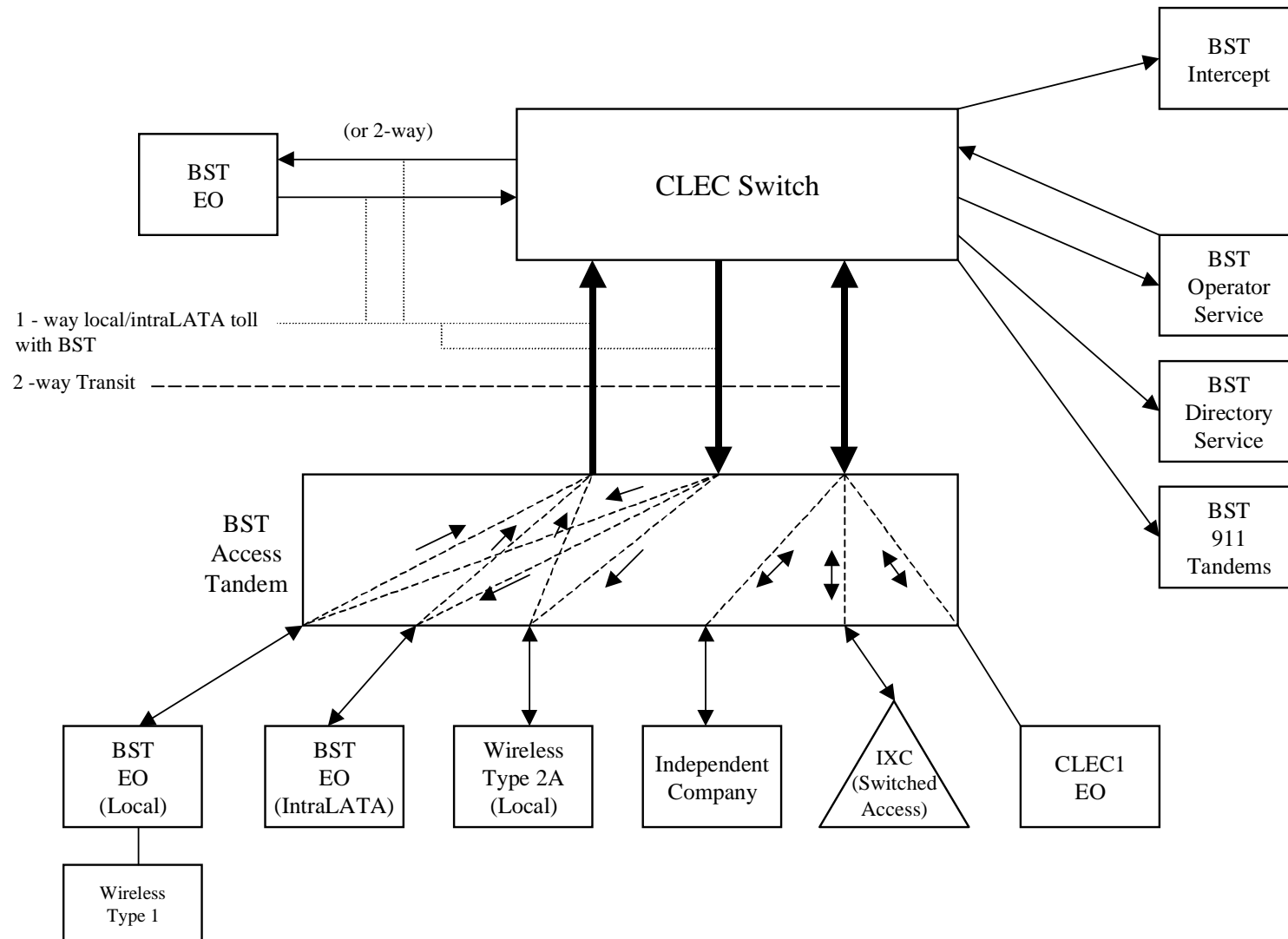


Exhibit D

Two-Way Architecture

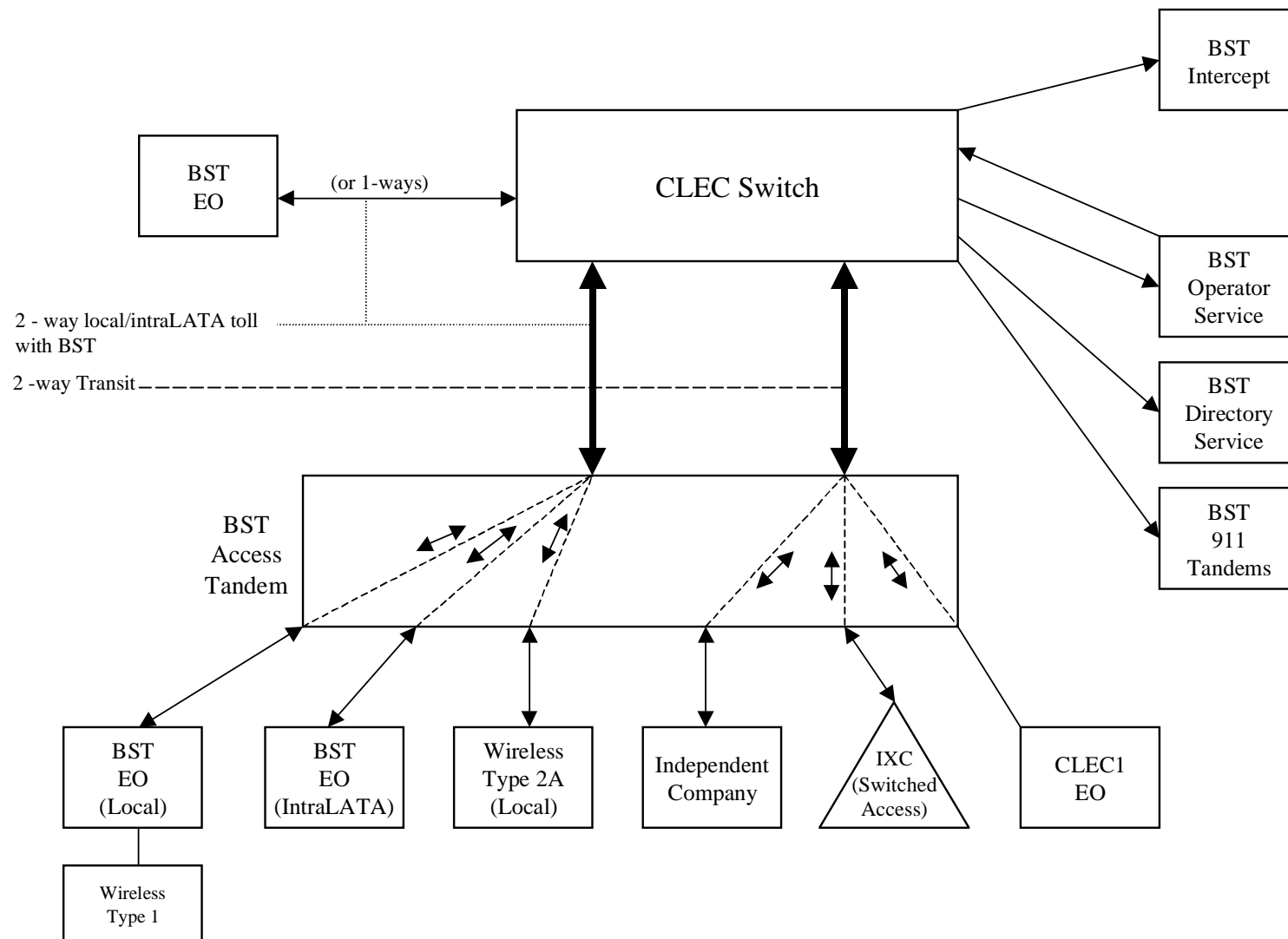
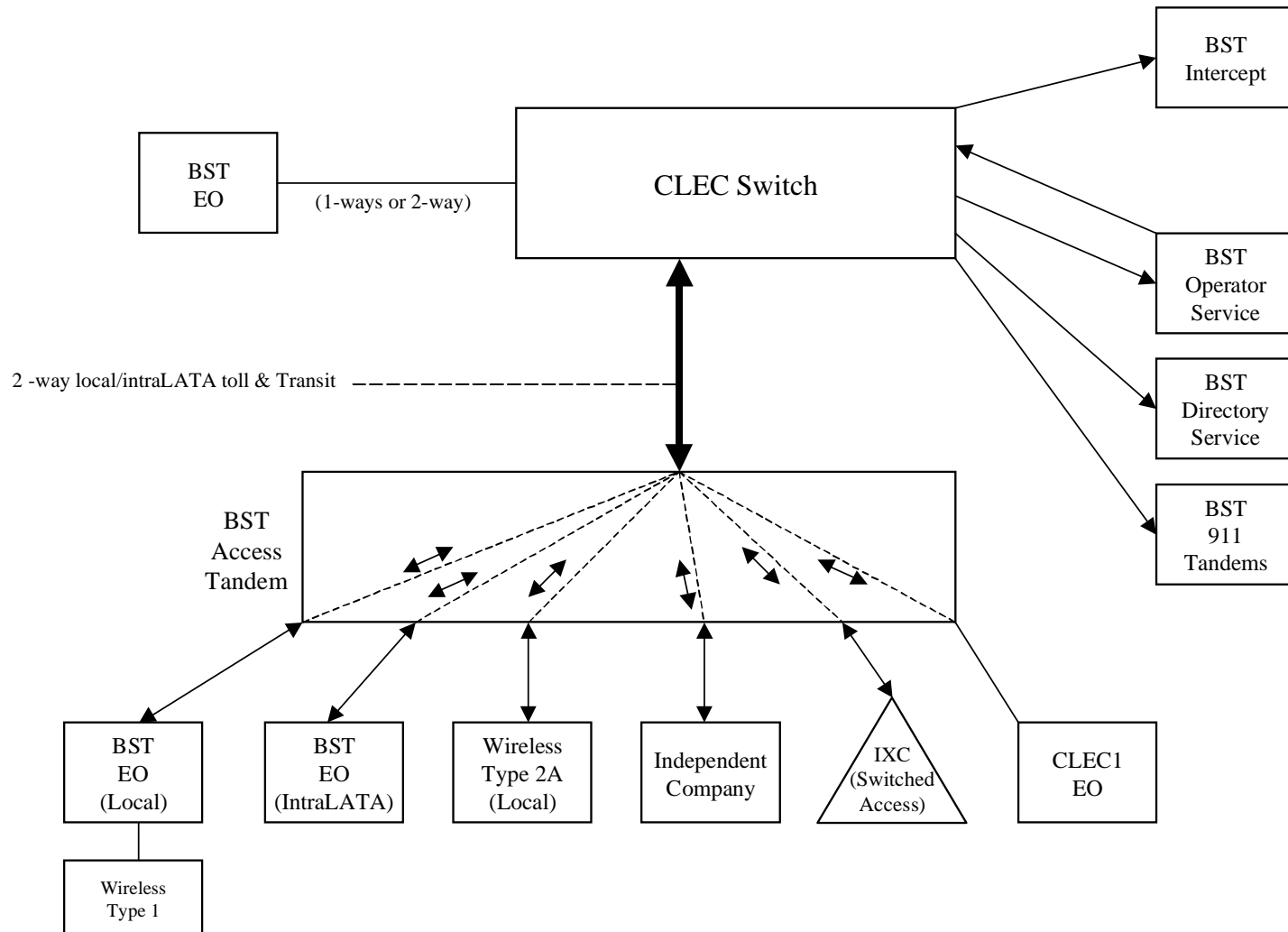


Exhibit E

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
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	SOME C	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
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																
								0.0004086bk								
								0.0004086								
								0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																

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	SOME C	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																		
								0.0006772bk										
								0.0006772										
								0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		

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	SOME C	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 initial 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	SOME C	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
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
	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	SOME C	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					0.0012	000bk							
		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					0.00001	00bk							
		Common Transport - Facilities Termination Per MOU					0.00034	00bk							
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	SOME C	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
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	SOME C	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 First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)											OSS Rates(\$)						
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	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	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.....	3
1.0 Introduction.....	4
2.0 Jurisdictions.....	4
3.0 Factors.....	5
3.1 General.....	5
3.2 PIU - Percent Interstate Usage.....	6
3.3 PLU - Percent Local Usage.....	7
3.4 PLF - Percent Local Facility.....	7
4.0 Service Reporting Requirements.....	8
4.1 BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)...	8
4.2 BellSouth SWA FGB PIU (PIUB).....	9
4.3 BellSouth SWA FGD & Local Terminating PIU (TPIU).....	9
4.4 BellSouth Local Interconnection PLU.....	9
4.5 BellSouth SWA 500 PIU (ZP15).....	10
4.6 BellSouth SWA 700 Access Service (ZP17).....	10
4.7 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18).....	10
4.8 BellSouth SWA 900 Service (ZP19).....	10
4.9 BellSouth SWA Transport PIUE.....	10
4.10 BellSouth Local Interconnection Transport PLF.....	11
4.11 BellSouth CCS7 Access Arrangements SPIU/SPLU.....	11
4.12 BellSouth Line Information Data Base Service LIDB.....	12
5.0 Report Process.....	12
6.0 Frequency of Reporting.....	13
7.0 Audits.....	14
7.1 Audit Request.....	14
7.2 Audit Compliance.....	14
8.0 Ordering.....	15

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 Jurisdictional 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:

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

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:

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

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:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

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:

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

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:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

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 apportion 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 $1 - \text{TPIU}$. 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% ($.60 \times .20 = .12$), **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:

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

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:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

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 III 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 III 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 III at rates, terms and conditions no less favorable to KMC III than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to KMC III 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 III 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 III 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 III may contemplate a request for space sufficient to accommodate KMC III'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 III may contemplate a request for space sufficient to accommodate KMC III's growth within an eighteen (18) month period.
- 1.5 Space Allocation. BellSouth shall use best efforts to accommodate KMC III'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 III's cost or materially delay KMC III'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 III 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 III 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 III 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 III shall use the Collocation Space for the purposes of installing, maintaining and operating KMC III'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 III 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 III's request(s) pursuant to this Agreement.

2. Space Availability Report

- 2.1 Upon request from KMC III and at the KMC III'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 III.
- 2.1.1 The request from KMC III 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 III is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, KMC III may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, KMC III 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 III 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 III and inform KMC III of the timeframe under which it can respond.
- 2.2 Remote Site Information. Upon written request, BellSouth will provide KMC III 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 III'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 III, up to a maximum of thirty (30) wire centers per KMC III 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 III agrees to pay the cost as set forth in Exhibit B.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow KMC III to collocate KMC III's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow KMC III to have direct access to KMC III'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 III'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 III 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 III's expense, KMC III 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 III and KMC III's BellSouth Certified Supplier must comply with the more stringent local building code requirements. KMC III'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 III and provide, at KMC III's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for KMC III's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. KMC III's BellSouth Certified Supplier shall bill KMC III directly for all work performed for KMC III pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC III's BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for KMC III.

- 3.2.1 BellSouth may elect to review KMC III's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify KMC III of its desire to execute this review in BellSouth's response to the Initial Application, if KMC III has indicated its desire to construct its own enclosure. If KMC III'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 III's plans and specifications. Regardless of whether or not BellSouth elects to review KMC III'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 III'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 III. BellSouth may require KMC III to remove or correct within seven (7) days, at KMC III's expense, any structure that materially deviates from KMC III's plans and specifications or BellSouth's Specifications, if applicable. If KMC III requests BellSouth to construct the enclosure or do any other work, KMC III 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 III may allow other telecommunications carriers to share KMC III'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 III (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 III 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 III 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 III 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 III.
- 3.3.1 KMC III, 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 III 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 III 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 III to use KMC III'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 III 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 III'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 III 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 III and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, KMC III 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 III requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, KMC III 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 III and KMC III's BellSouth Certified Supplier must comply with the more stringent local building code requirements. KMC III's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. KMC III's BellSouth Certified Supplier shall bill KMC III directly for all work performed for KMC III pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC III's BellSouth Certified Supplier.
- 3.5.2 KMC III must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review KMC III's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure KMC III's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from KMC III 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 III'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 III. BellSouth may require KMC III to remove or correct within seven (7) days at KMC III's expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.5.3 KMC III 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 III'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 III's BellSouth Certified Supplier shall be responsible, at KMC III'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 III 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 III, 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 III provides and leases to BellSouth its transmission and other collocation equipment dedicated to KMC III's use. KMC III will be responsible for monitoring and controlling KMC III's circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon KMC III's request, KMC III shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. KMC III shall be responsible for all costs of the BellSouth Certified Supplier's installation of KMC III's virtual collocation arrangement. KMC III 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 III'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 III.
- 3.7.2 KMC III 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 III owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the KMC III 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 III 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 III 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 III owned or leased entrance facilities into the Remote Site Collocation Space from KMC III'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 III'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 III 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 III's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. KMC III'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 III 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 III's collocation arrangement to the UNEs purchased by KMC III pursuant to Attachment 2 of this Agreement hereof or the interconnection facilities purchased by KMC III pursuant to Attachment 3 of this Agreement hereof.
- 3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross-connects between KMC III and another collocated telecommunications carrier other than BellSouth in the same

- Premises. Where technically feasible, BellSouth will permit KMC III 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 III'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 III 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 III may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by KMC III. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where KMC III's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, KMC III 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 III 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 III shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX, or LGX. KMC III 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 III via nonrecurring CCXC charges. If KMC III has ordered a service that originates from its collocation space and terminates to another collocater's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using KMC III specific connecting facility assignments (CFAs) provided by KMC III and the other collocater at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross-connections to remain in service as provisioned and at the rates at which they were provisioned (grandfathered).
- 3.10.3 KMC III 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 III 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 III 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 III 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 III. 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 III, BellSouth will provision additional cable racking, if insufficient capacity is available to support KMC III's request to provision a CCXC itself.
- 3.11 Direct Connect (DC). BellSouth will permit KMC III to interconnect directly between KMC III's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. KMC III must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by KMC III. In those cases where KMC III's virtual and/or physical collocation space is contiguous in the central office, KMC III will have the option of using KMC III'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 III will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. KMC III may not self-provision DC's on any BellSouth distribution frame, POT, DSX or LGX.
- 3.11.1 KMC III is responsible for ensuring the integrity of the signal. KMC III-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 III will have the option of using KMC III's own technicians to construct its own dedicated support structure.
- 3.11.2 To request or self-provision DCs, KMC III 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 III in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. KMC III 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 III'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 III 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 III must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network.
- 4.3 Space Acceptance Date. If KMC III completes its acceptance walkthrough within the fifteen (15) day interval, the date of KMC III's acceptance of the Collocation Space, as indicated by KMC III's execution of a Space Acceptance Form, will be the Space Acceptance Date (Space Acceptance Date).
- 4.3.1 In the event that KMC III fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by KMC III 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 III's BFFO, and that all required of BellSouth is complete.
- 4.3.2 If KMC III decides to occupy the space prior to the Space Ready Date, the date KMC III 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 III 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 III seeks to terminate occupancy, which termination date shall be the same date as KMC III's date of the Space Relinquishment Form, provided KMC III has complied with all provisions of the Space Relinquishment Form. BellSouth may terminate KMC III's right to occupy the Collocation Space in the event KMC III fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives KMC III thirty (30) days' prior written notice of the failure to comply and gives KMC III 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 III, at its sole expense, shall remove its equipment and any other property from the Collocation Space. KMC III 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 III's Guest(s), unless KMC III'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 III Removal Date.
- 4.4.2 Should KMC III or KMC III'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 III or KMC III's Guest(s), in any commercially reasonable manner that BellSouth deems fit, at KMC III's expense and with no liability whatsoever for KMC III's property or KMC III's Guest(s)'s property, provided that BellSouth has not granted KMC III's request for an extension of the Removal Date, and such request shall not unreasonably be denied.
- 4.4.3 Upon termination of KMC III's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and KMC III shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by KMC III, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. KMC III'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 III shall be responsible for the cost of removing any KMC III 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 III 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 III 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 III 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 III 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 III's equipment, citing safety standards, BellSouth must provide to KMC III 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 III's equipment does not satisfy; BellSouth's basis for concluding that KMC III'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 III 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 III's Remote Site Collocation Space.
- 5.6 Terminations. KMC III 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 III submits an application for terminations that exceed the total capacity of the collocated equipment, KMC III 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 III will provide a list of those entities with a security interest in collocation equipment in KMC III's collocation sites to BellSouth. This list will be updated by KMC III 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 III.
- 5.8 No Marketing. KMC III 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 III shall place a plaque on or affix other identification (e.g., stenciling) to KMC III's equipment, in order for BellSouth to identify KMC III'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 III may elect to place KMC III-owned or KMC III-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 III 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 III 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 III 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 III's equipment in the Collocation Space. In the event KMC III utilizes a non-metallic, riser-type entrance facility, a splice will not be required. KMC III must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. KMC III is responsible for maintenance of the entrance facilities.
- 5.10.1 Central Office - Microwave Entrance Facilities. At KMC III'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 III 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 III for dual entrance facilities to its

- physical Collocation Space, BellSouth shall provide KMC III 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 III'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 III 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 III may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC III'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 III 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 III provided riser cable to the spare capacity on the entrance facility. If KMC III 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 III for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on KMC III'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 III.
- 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 III'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 III shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. KMC III 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 III 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 III 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 III. 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 III 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 III 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 III performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on KMC III's side of the demarcation point, then the KMC III 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 for the submission of the trouble ticket. BellSouth shall also credit KMC'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 III shall be responsible for providing, and KMC III'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 III 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 III provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a KMC III provided POT Bay. KMC III 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 III 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 III with access to the KMC III'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 III's Equipment and Facilities. KMC III, or if required by this Attachment, KMC III'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 III 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 III 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 III's locked enclosure prior to notifying KMC III 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 III'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 III may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that KMC III 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 III'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 III 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 III 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 III's equipment, facilities or Collocation Space while in KMC III's Collocation Space and shall indemnify and hold harmless KMC III from any claim, liability or damages that may result from such entry into KMC III's Collocation Space by BellSouth, its agents, contractors or employees.

- 5.19 KMC III's Access. KMC III 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 III complies with the requirements set forth in Section 13 below. KMC III 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 III or KMC III'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 III. These receipt acknowledgement forms must be signed by KMC III and returned to BellSouth Access Management within fifteen (15) days of KMC III'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 III agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of KMC III's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with KMC III 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 III for access related issues.
- 5.19.1 BellSouth will permit one accompanied site visit to KMC III's designated collocation arrangement location, after receipt of the BFFO without charge to KMC III. KMC III 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 III desires access to the Collocation Space or Remote Collocation Space. KMC III 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 III. In the event KMC III 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 III 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 III's expense. KMC III 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 III 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 III 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 III 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 III the applicable costs, as supported by documentation, to re-key an enclosure or replace lost or stolen keys that KMC III has previously provided to BellSouth.
- 5.20 Health Related Facilities and Parking. KMC III 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 III 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 III violates the provisions of this paragraph, BellSouth shall provide written notice to KMC III, which shall direct KMC III to cure the violation within forty-eight (48) hours of KMC III’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 III 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 III's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. In the case of KMC III 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 III 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 III for any damages arising from such action. If BellSouth's right to take action pursuant to this Section results solely from KMC III'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 III 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 III 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 III is significantly degrading the performance of other advanced services or traditional voice band services, KMC III 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 III 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 III 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 III at any time. Any damage caused to the Collocation Space by KMC III's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by KMC III's expense.
- 5.23 Alterations. Under no condition shall KMC III or any person acting on behalf of KMC III 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 III. 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 III with an Application Response.
- 5.24 Janitorial Service. KMC III shall be responsible for the general upkeep of its Collocation Space. KMC III 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 III or KMC III's Guest(s) initial equipment placement, KMC III 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 III, and will be billed by BellSouth on the date that BellSouth provides KMC III with an Application Response.
- 6.2 Subsequent Application. In the event KMC III or KMC III's Guest(s) desires to modify the Collocation Space after a BFFO, KMC III 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 III 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 III 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 III with an Application Response.
- 6.3 Remote Site Application. When KMC III or KMC III's Guest(s) desires to install a bay/rack in a Remote Site Location, KMC III 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 III 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 III of the amount that is available.
- 6.4 Space Preferences. If KMC III has previously requested and received a Space Availability Report for the Premises, KMC III 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 III's preference(s), KMC III 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 III 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 III 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 III or space that is configured differently, no application fee will apply. If KMC III decides to accept the available space, KMC III must resubmit its application to reflect the actual space available, including the configuration of the space. When KMC III resubmits its application, BellSouth will bill KMC III 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 III of the amount of space that is available or space that may be configured differently and no application fee will apply. If KMC III decides to accept the available space, KMC III 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 III that no space is available ("Denial of Application"), BellSouth will not assess an application fee to KMC III. After providing written notice to KMC III that BellSouth has no available space in the requested Premises, BellSouth will allow KMC III, 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 III with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.

- 6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.
- 6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.
- 6.5.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit KMC III 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 III 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 III has originally requested caged Collocation Space and cageless Collocation Space becomes available, KMC III may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that KMC III wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. KMC III 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 III 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 III from the waiting list. Upon request, BellSouth will advise KMC III 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 III 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 III 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 III 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 III 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 III 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 III, 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 III 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 III to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides KMC III with an Application Response.
- 6.11 Bona Fide Firm Order.

- 6.11.1 KMC III 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 III's Bona Fide Application or KMC III's application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of KMC III's BFFO. BellSouth will acknowledge the receipt of KMC III's BFFO within seven (7) days of receipt, so that KMC III 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 III 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 III 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 III, when KMC III 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 III. 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 III 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 III 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 III 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 III and BellSouth. If KMC III 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 III'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 III at the time BellSouth provides KMC III with the Application Response. If KMC III requests multiple items from different Augment categories BellSouth will bill KMC III the Augment Application Cost, as identified in Exhibit B, associated with the higher Augment category only. KMC III 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 III 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 III 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 III will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notification to KMC III that the Collocation Space is ready for occupancy. In the event KMC III fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by KMC III provided that BellSouth has complied with all space preparation, provisions of KMC III's BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to KMC III'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 III 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 III 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 III no later than with the issuance of the CFA.
- 7.5.1 To provide CFAs to KMC III prior to the Provisioning Interval for those Premises in which KMC III has a physical collocation arrangement with a POT bay provided by KMC III or a virtual collocation arrangement, KMC III must provide BellSouth with the following information:
- 7.5.1.1 For a physical collocation arrangement with a KMC III-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 III'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 III's BellSouth Certified Supplier.
- 7.5.1.3 KMC III may submit an EIU form at any time after the twentieth (20th) 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 III a nonrecurring charge, as set forth in Exhibit B, each time KMC III requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to KMC III.
- 7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by KMC III 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 III'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 III 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 III can then submit LSRs for individual line activations.
- 7.6 Use of BellSouth Certified Supplier. KMC III 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 III, if a BellSouth Certified Supplier, or KMC III'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 III 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 III with a list of BellSouth Certified

- Suppliers, upon request. KMC III, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing KMC III'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 III 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 III directly for all work performed for KMC III pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by KMC III's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to KMC III or any supplier proposed by KMC III 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 III shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service KMC III's Collocation Space. Upon request, BellSouth will provide KMC III with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by KMC III. 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 III 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 III, such information will be provided to KMC III in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to KMC III within one hundred eighty (180) days of BellSouth's written denial of KMC III's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) KMC III was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) days, then KMC III 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 III 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 III an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to KMC III.
- 7.10 Cancellation. If at any time prior to space acceptance, KMC III 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 III, 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 III 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 III.
- 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 III. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to KMC III.
- 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 III's equipment. KMC III 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 III 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 III 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 III occupies the space prior to the Space Ready Date, the date KMC III occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.5 KMC III shall continue the payment of all monthly fees to BellSouth until the date that KMC III, and if applicable KMC III'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 III and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that KMC III 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 III jointly conduct an inspection, which confirms that KMC III 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 III 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 III opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to KMC III as prescribed in this Section. If KMC III 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 III, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If KMC III 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 III for its equipment. When the Collocation Space is enclosed, KMC III shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, KMC

- III 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 III's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, KMC III 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 III'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 III shall pay for such half hour charges in the event KMC III fails to show up.
- 8.10 Cable Record Charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DSO cable record charge is for a maximum of 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 III's BFFO.
- 8.11 Power Rates. Rates for power are as set forth in Exhibit B. Applicable rates shall vary depending on whether KMC III 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 III 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 III having provided documentation to BellSouth demonstrating that KMC III paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, KMC III 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 III's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If KMC III was previously served off BellSouth's main power board pursuant to KMC III'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 III 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 III 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 III'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 III'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 III 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 III on KMC III'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 III to change the method.

9.1.3.1 If BellSouth, or its BellSouth Certified Supplier, requires access to KMC III's physical Collocation Space for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide KMC III with a minimum of forty-eight (48) hours notice that access is required. KMC III 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 III's physical Collocation Space. Once the date and time of access to KMC III's physical Collocation Space has been agreed upon, KMC III 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 III 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 III 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 III's power usage. If BellSouth/BellSouth Certified Supplier fails to provide KMC III with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, BellSouth shall not bill KMC III 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 III's power usage.
- 9.1.3.2 For each new physical collocation arrangement for which KMC III desires the metered power usage measurement option, KMC III shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that KMC III wants to convert to the metered power usage measurement option, KMC III 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 III's certification that KMC III 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 III's meter on KMC III's own BDFB(s) (if KMC III chooses to offer BellSouth that option), located in KMC III's physical Collocation Space, to measure actual power usage on all power feeds.
- 9.1.3.3 BellSouth will bill KMC III 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 III's actual power usage on each power feed (each A and B feed) once per quarter at each of KMC III's physical collocation arrangements for which KMC III 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 III charges for AC power usage for the following quarter based upon KMC III'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 III 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 III requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then KMC III

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 III 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 III’s AC Usage charge until the next scheduled power reading.

- 9.1.3.5 When KMC III 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 III to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from KMC III, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 above and KMC III will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect KMC III’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 III 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 III occupies the space prior to the Space Ready Date, for Initial Application requests only, the date KMC III 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 III elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by KMC III 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 III’s power usage for the requested physical Collocation Space. As soon as this reading has been taken, BellSouth will adjust KMC III’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 III 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 III's fused DC power amperage capacity, as reflected by KMC III 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 III.
- 9.1.5 Grandfathered DC Power Plant Infrastructure Component of DC Power Charges. For those physical collocation arrangements that were provisioned to KMC III under an individual case basis pricing structure, where KMC III has already paid all nonrecurring charges associated with the DC infrastructure capital costs associated with such physical collocation arrangement, and for which KMC III has submitted a Subsequent Application to convert such physical collocation arrangements to the metered power usage measurement option, BellSouth shall assess KMC III 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 III's fused DC power amperage capacity, as reflected by KMC III 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 III.
- 9.1.6 Other DC Power Metering Charges. KMC III agrees to notify BellSouth when KMC III has removed or installed telecommunications equipment in KMC III'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 III'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 III a monthly recurring charge per physical Collocation Space for KMC III'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 III's actual power usage at each requested physical collocation site. This "Meter Reading" monthly recurring rate element will be assessed to KMC III 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 III.
- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by KMC III's BellSouth Certified Supplier. KMC III

is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to KMC III's equipment. The BellSouth Certified Supplier contracted by KMC III must provide BellSouth with a copy of the engineering power specifications prior to the day on which KMC III's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and KMC III's Collocation Space. KMC III shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within KMC III's Collocation Space, power cable feeds, and terminations of cable.

- 9.3 If KMC III elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed KMC III'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 III's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. KMC III's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which KMC III'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 III's option, KMC III may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 9.4 KMC III 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 III 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 III. KMC III'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 III must submit an application to BellSouth for the appropriate amount of collocation space that KMC III 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 III'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 III 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 III 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 III'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 III certifying the completion of the power reduction. Notwithstanding the foregoing, if KMC III'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 III's BellSouth Certified Supplier and KMC III shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.
- 9.6 If KMC III requests a reduction in the amount of power that BellSouth is currently providing, KMC III 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 III 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 III 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 III 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 III 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 III 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 III'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

III'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 III'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 III certifying the completion of the power reduction, including the removal of the power cabling by KMC III'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 III's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. KMC III'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 III's option, KMC III may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

- 10.1 KMC III 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 III 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 III 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 III's property has been removed from BellSouth's Premises, whichever period is longer. If KMC III fails to maintain

- required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from KMC III.
- 10.4 KMC III 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 III shall arrange for BellSouth to receive thirty (30) days' advance notice of cancellation from KMC III's insurance company. KMC III 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 III 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 III's net worth exceeds five hundred million dollars (\$500,000,000.00), KMC III 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 III 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 III in the event that self-insurance status is not granted to KMC III. If BellSouth approves KMC III for self-insurance, KMC III shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of KMC III's corporate officers. The ability to self-insure shall continue so long as the KMC III meets all of the requirements of this Section. If KMC III subsequently no longer satisfies this Section, KMC III 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 III), 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 III's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between KMC III's equipment and equipment of BellSouth. BellSouth may conduct an inspection if KMC III adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide KMC III 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 III will be required, at its own expense, to conduct a statewide investigation of criminal history records for each KMC III employee hired in the past five years being considered for work on the Premises, for the states/counties where the KMC III 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 III shall not be required to perform this investigation if an affiliated company of KMC III has performed an investigation of the KMC III employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if KMC III has performed a pre-employment statewide investigation of criminal history records of the KMC III employee for the states/counties where the KMC III 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 III 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 III 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 III's name. BellSouth reserves the right to remove from its Premises any employee of KMC III not possessing identification issued by KMC III or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. KMC III shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

- 13.4 KMC III shall not assign to the Premises any personnel with records of felony criminal convictions. KMC III 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 III personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that KMC III chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, KMC III 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 III 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 III 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 III employee or agent hired by KMC III within five (5) years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, KMC III 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 III will disclose the nature of the convictions to BellSouth at that time. In the alternative, KMC III 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 III employees requiring access to a Premises pursuant to this Attachment, KMC III 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 III shall promptly remove from BellSouth's Premises any employee of KMC III 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 III 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 III's Collocation Space, or involving BellSouth's, KMC III'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 III's equipment to prevent unauthorized entry. BellSouth will immediately notify KMC III's emergency contact of any actual or attempted security breaches to the KMC III'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 III'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 III'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 III, 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 III 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 III's acceleration of the project increases the cost of the project, then those additional charges will be incurred by KMC III. Where allowed and where practical, KMC III may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, KMC III shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for KMC III's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and KMC III's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where KMC III has placed an Adjacent Arrangement pursuant to Section 3.4 above, KMC III 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 III 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 III 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 III 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 III, or that is directly related to circuits that support KMC III equipment. BellSouth will inform KMC III 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 III, or is directly related to circuits that support KMC III 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 III 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 III 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 III 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 III 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 III 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 III 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 III when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the KMC III space with proper notification. BellSouth reserves the right to stop any KMC III 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 III are owned by KMC III. KMC III 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 III or different hazardous materials used by KMC III at Premises. KMC III 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 III to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and KMC III 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 III will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, KMC III 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 III 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 III 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 III further agrees to cooperate with BellSouth to ensure that KMC III'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 III, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from KMC III'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	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 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, Grandfathered 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	SOME C	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		759.29	488.11	133.00							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81		5.90							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.76							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66							

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

COLLOCATION - Alabama										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,U EQ, UNCVX, UNCDX, UNCNCX	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
		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 Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13						
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73							
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86							
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98							
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73							
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86							
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98							
VIRTUAL COLLOCATION																
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation 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	SOMECSOMAN
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	SOMECS	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	SOMECSOMAN
	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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.51				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19			

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	SOMECSOMAN
	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,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0502	11.57				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0502	11.57				
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, 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	SOMECSOMAN
	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 ckt			AMTFS	VE1R2	0.05	11.57				
	Virtual Collocation - 4-wire Cross Connects (loop), per ckt			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	SOMECSOMAN
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		SOMECE	SOMAN
								First	Add'l	First	Add'l		
		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	SOMECSOMAN
	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		1 743.65	S 478.06	125.75		
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77		
	Physical Collocation, Cable Records, VG/DSO 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	SOMECSOMAN
	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	SOMECSOMAN
	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,U DC,UAL,UHL,UCL,U EQ, 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	SOMECSOMAN
	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, UDLX, 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	SOMECS	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	SOMECSOMAN
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	SOMECSOMAN
	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	SOMECSOMAN
	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 arrangement, per request			CLO	PE1C9		77.55				
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1 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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.26	27.81			
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.54	34.09			
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											

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	SOMECSOMAN
	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,U DC,UAL,UHL,UCL,U EQ, 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	SOMEK	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		SOMECD	SOMAN
								First	Add'l	First	Add'l		
												</	

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	SOMECSOMAN
	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	SOMECSOMAN
	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 arrangement, 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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.21				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45			
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49			
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											

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	SOMECSOMAN
	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,U DC,UAL,UHL,UCL,U EQ, 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	SOMECSOMAN
	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 Arrangement, 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		SOMECS	SOMAN
								First	Add'l	First	Add'l		
		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 - 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	SOME C	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	SOME	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 arrangement, per request			CLO	PE1C9		77.41					
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1 763.69	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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.14				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.17	13.94			
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08			
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											

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	SOMECD	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,U DC,UAL,UHL,UCL,U EQ, 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	SOMECS	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	SOMECD	SOMAN

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	SOMECE	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	SOMECSOMAN
	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		1 1458	S 937.29	245.00	245.00	
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35	
	Physical Collocation, Cable Records, VG/DSO 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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.94				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57			
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80			
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											

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	SOMECSOMAN
		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,U DC,UAL,UHL,UCL,U EQ, 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	SOMECSOMAN
	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		SOMECD	SOMAN
								First	Add'l	First	Add'l		

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	SOMECSOMAN
		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	SOME C	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	SOMECSOMAN
	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 (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50				
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75			
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89			
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02			
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT											

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	SOMECD 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,U DC,UAL,UHL,UCL,U EQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45	
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74	
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, 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	SOMECSOMAN
	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 First	Add'l	Nonrecurring Disconnect First Add'l		
										SOME	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 First	Add'l	Nonrecurring First	Disconnect Add'l		
											SOMECE	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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECS	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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECSOMAN
		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 (BRSD), 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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECSOMAN
	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	EAFAF		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,U DC,UAL,UHL,UCL,U EQ, 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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEK	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 Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99		
	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		