

TABLE OF CONTENTS

1. GENERAL.....	3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT).....	3
3. NETWORK INTERCONNECTION.....	5
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES.....	7
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	13
6. FORECASTING FOR TRUNK PROVISIONING.....	14
7. LOCAL DIALING PARITY.....	16
8. INTERCONNECTION COMPENSATION	16
9. FRAME RELAY SERVICE INTERCONNECTION.....	22
10. ORDERING CHARGES	25
11. BASIC 911 AND E911 INTERCONNECTION.....	25
12. SS7 NETWORK INTERCONNECTION	26
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 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Covista.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **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).
- 2.9 **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 **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.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Covista.
- 2.15 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center
- 2.18 **Local Traffic** is defined as any traffic that is originated by an end user of one Party and is 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 defined by the ruling regulatory body. Additionally, Local Traffic includes any cross boundary, interstate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **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.
- 2.21 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 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.

- 2.24 **Transit Traffic** is traffic originating on Covista's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Covista's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Covista owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

- 3.3 Interconnection via Dedicated Facilities
- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.4 Fiber Meet. Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Covista elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Covista 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 and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Covista's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Covista 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.

- 3.4.3 Upon verbal request by Covista, BellSouth shall allow Covista access to the fusion splice point for the Fiber Meet point for maintenance purposes on Covista's side of the Fiber Meet point.
- 3.4.4 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 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 as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Covista shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Covista shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Covista's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Covista desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Covista has established interconnection trunk groups, Covista shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Covista shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Covista has homed (i.e. assigned) its NPA/NXXs. Covista 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. Covista 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 Covista's NXX access tandem homing arrangement as specified by Covista in the LERG.
- 4.4 Any Covista interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic

delivered to Covista from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Covista to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Covista are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Covista shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Covista is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk groups 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 Covista's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Covista shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 5.7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional

one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff if service is requested.

- 4.10.1 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 Basic Architecture. In the basic architecture, Covista's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Covista and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Covista and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covista desires to exchange traffic. This trunk group also carries Covista originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Covista. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Covista-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Covista End-Users. A two-way trunk group provides Intratandem Access for Covista's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covista and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covista exchanges traffic. This trunk group also carries Covista originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Covista. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.
- 4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between

Covista and BellSouth. In addition, a separate two-way transit trunk group must be established for Covista's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covista and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covista exchanges traffic. This trunk group also carries Covista originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covista. However, where Covista is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

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

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

- 4.10.1.5.1 Covista 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 Covista will be delivered to and from IXCs based on Covista's NXX access tandem homing arrangement as specified by Covista in the LERG.
- 4.10.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.3 To the extent Covista does not purchase MTA in a LATA served by multiple access tandems, Covista must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Covista routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Covista shall pay BellSouth the associated MTA charges.
- 4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows Covista to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Covista-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.1 When a specified local calling area is served by more than one BellSouth local tandem, Covista must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Covista 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. Covista may deliver Local Traffic and ISP-Bound Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Covista does not choose to establish an interconnection trunk group(s). It is Covista'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 Covista's codes. Likewise, Covista shall obtain its routing information from the LERG.

- 4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Covista must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Covista has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
- 4.10.2.3 BellSouth's provisioning of Local Tandem Interconnection assumes that Covista has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
- 4.10.3.1.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Covista and BellSouth.
- 4.10.3.1.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Covista's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.3.1.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Covista 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.

Covista shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

4.10.4.1 Toll Free Traffic. If Covista chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Covista originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

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

4.10.5 All post-query Toll Free calls for which Covista performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Covista chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Covista switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the

BellSouth Guidelines to Technical Publication, GR-905-Core. 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 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. FORECASTING FOR TRUNK PROVISIONING

- 6.1 Within six (6) months after execution of this Agreement, Covista shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Covista'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.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Covista-to-BellSouth one-way trunks (Covista Trunks), BellSouth-to-Covista one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Covista location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, Covista shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Covista shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall

exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

- 6.4 Trunk Utilization. For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Covista shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth 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 BellSouth Final Trunk Groups and Covista shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.1 BellSouth’s CISC will notify Covista of any under-utilized BellSouth 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 Covista interface. Covista will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covista expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Covista to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Covista. The due date of these orders will be four weeks after Covista was first notified in writing of the underutilization of the trunk groups.
- 6.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.3 For the two-way trunk groups, BellSouth and Covista shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a

trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Covista shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

6.4.3.1 BellSouth's CISC will notify Covista 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 Covista interface. Covista will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covista expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Covista to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Covista will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Covista was first notified in writing of the underutilization of the trunk groups.

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

7. LOCAL DIALING PARITY

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

8. INTERCONNECTION COMPENSATION

8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

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

- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.
- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party the current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 8.1.7 If Covista assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Covista End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Covista customer physically located outside of such LATA, shall not be deemed Local Traffic. Further,

Covista agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Covista at BellSouth's switched access tariff rates.

- 8.2 If Covista does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Covista NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Covista can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 8.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 8.3.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Covista. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as

set forth in BellSouth's Jurisdictional Factors Reporting Guide as it is amended from time to time.

- 8.3.4 Notwithstanding the provisions in Section 8.3.1, 8.3.2, and 8.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.
- 8.3.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Covista shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 8.4 Compensation for 8XX Traffic. When a Covista End User places an 8XX call, BellSouth will charge the originating switched access and data query charges as set forth in the applicable BellSouth Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number. Covista will be responsible for any applicable Common Channel Signaling (SS7).
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Covista requires interconnection from Covista to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS

Network Interface Specification document, TR-TSV-000905. Covista shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Covista desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

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

8.5.2 If a BellSouth End User chooses Covista as their presubscribed interexchange carrier, or if a BellSouth End User uses Covista as an interexchange carrier on a 101XXXX basis, BellSouth will charge Covista the appropriate BellSouth tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the appropriate Party's Intrastate or Interstate Access Services Tariff, as appropriate.

8.5.4 When Covista's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Covista as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 When Covista's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service

connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Covista, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

- 8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 8.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 8.5.9 Covista agrees not to deliver switched access traffic to BellSouth for termination except over Covista ordered switched access trunks and facilities.
- 8.6 Transit Traffic. BellSouth shall provide tandem switching and transport services for Covista's Transit Traffic. Rates for Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Covista and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Covista and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 8.6.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees.

BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Covista 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 Covista. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Covista shall reimburse BellSouth for such charges or costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.

9. FRAME RELAY SERVICE INTERCONNECTION

- 9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Covista'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 Covista is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Covista and BellSouth Frame Relay Switches in the same LATA.
- 9.2 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 Appendix A of BellSouth's FCC Tariff No. 1 except as set forth in this Attachment.
- 9.3 Upon the request of either Party, such interconnection will be established where BellSouth and Covista 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.
- 9.4 The Parties agree to provision local (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.
- 9.5 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:
- 9.5.1 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).

- 9.5.2 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).
- 9.5.3 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, Covista 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 Covista that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Covista will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Covista will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Covista's PLCU.
- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Covista will pay, the total nonrecurring and recurring charges for the NNI port. Covista will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Covista's PLCU.
- 9.7 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).
- 9.8 For the PVC segment between the Covista and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 9.9 Compensation for PVC rate elements will be calculated as follows:

- 9.9.1 If Covista orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Covista Frame Relay switch, BellSouth will invoice, and Covista will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Covista Frame Relay switches. If the VC is a Local VC, Covista 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 Covista for the PVC segment.
- 9.9.2 If BellSouth orders a Local VC connection between a Covista subscriber's PVC segment and a PVC segment from the Covista Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Covista will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Covista Frame Relay switches. If the VC is a Local VC, Covista 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 Covista for the PVC segment.
- 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.9.4 If Covista requests a change, BellSouth will invoice and Covista will pay a Feature Change charge for each affected PVC segment.
- 9.9.4.1 If BellSouth requests a change to a Local VC, Covista will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.10 Covista will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

10. ORDERING CHARGES

- 10.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.
- 10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

11. BASIC 911 AND E911 INTERCONNECTION

- 11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 11.2 Basic 911 Interconnection. BellSouth will provide to Covista a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Covista 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. Covista will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, Covista will be required to begin using E911 procedures.
- 11.3 E911 Interconnection. Covista shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Covista shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Covista will be required to provide BellSouth daily updates to the E911 database. Covista 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, Covista will be required to route the call to a designated 7-digit or 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. Covista 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.

- 11.4 Trunks and facilities for 911 Interconnection may be ordered by Covista from BellSouth pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.
- 11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

12. SS7 NETWORK INTERCONNECTION

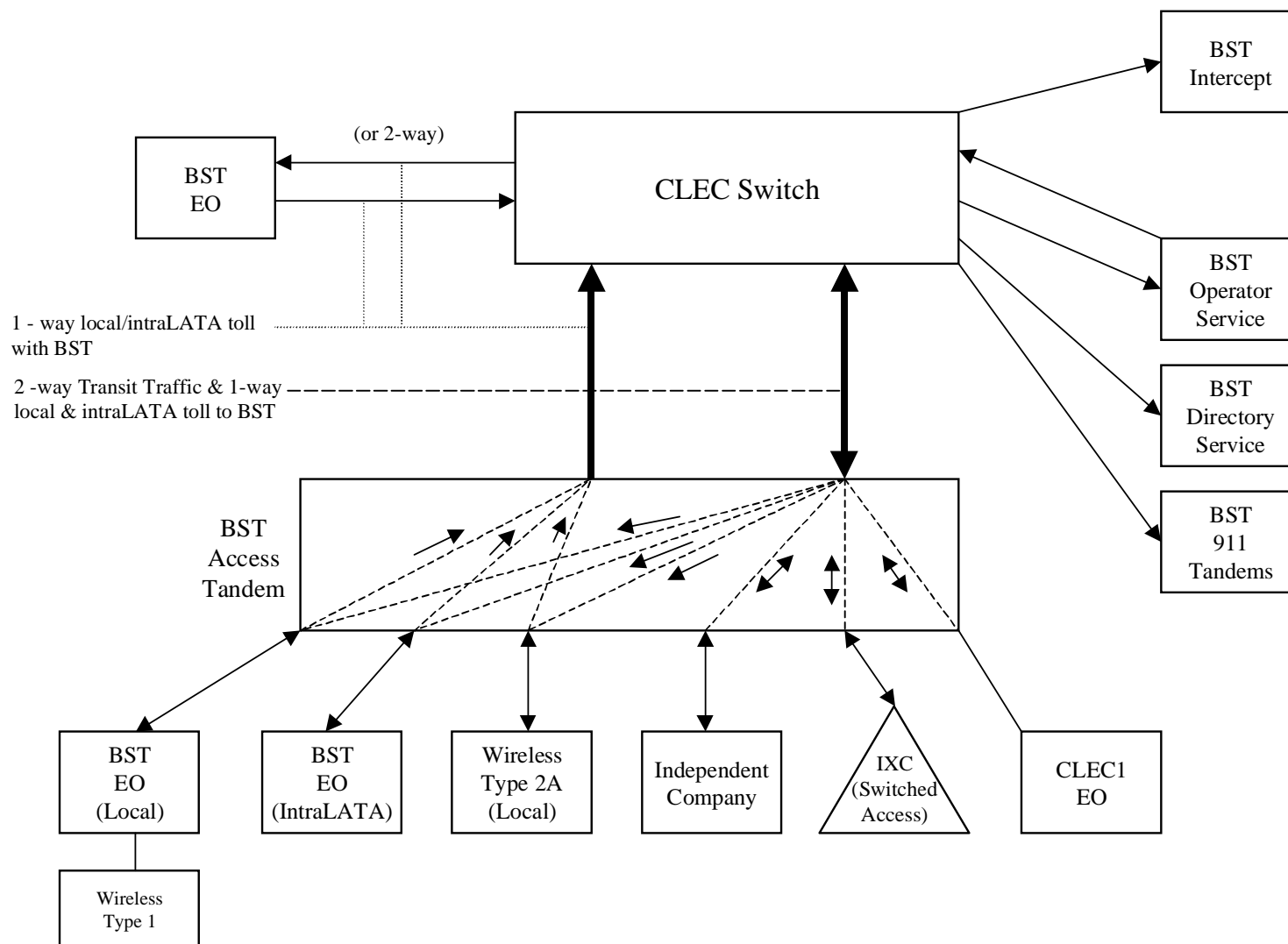
- 12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Covista's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.
- 12.2 Signaling Call Information. BellSouth and Covista will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Covista will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 12.3 SS7 Network Interconnection is the interconnection of Covista local signaling transfer point switches or Covista local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Covista local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Covista or other third-party switching systems with A-link access to the BellSouth SS7 network.

- 12.3.2 If traffic is routed based on dialed or translated digits between a Covista 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 (Automatic Callback, Automatic Recall, and Screening List Editing) between the Covista local signaling transfer point switches and BellSouth or other third-party local switch.
- 12.3.3 SS7 Network Interconnection shall provide:
- 12.3.4 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.5 Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.6 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.7 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 DB, 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 Covista local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Covista local STPs and shall not include SCCP Subsystem Management of the destination.
- 12.3.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 12.3.9 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.10 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.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Covista or Covista-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 12.4.1 A-link interface from Covista local or tandem switching systems; and
- 12.4.2 B-link interface from Covista STPs.

- 12.4.3 The Signaling Point of Interconnection 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 Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection 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.
- 12.4.5 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.
- 12.4.6 BellSouth shall set message screening parameters to accept messages from Covista local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Covista switching system has a valid signaling relationship.

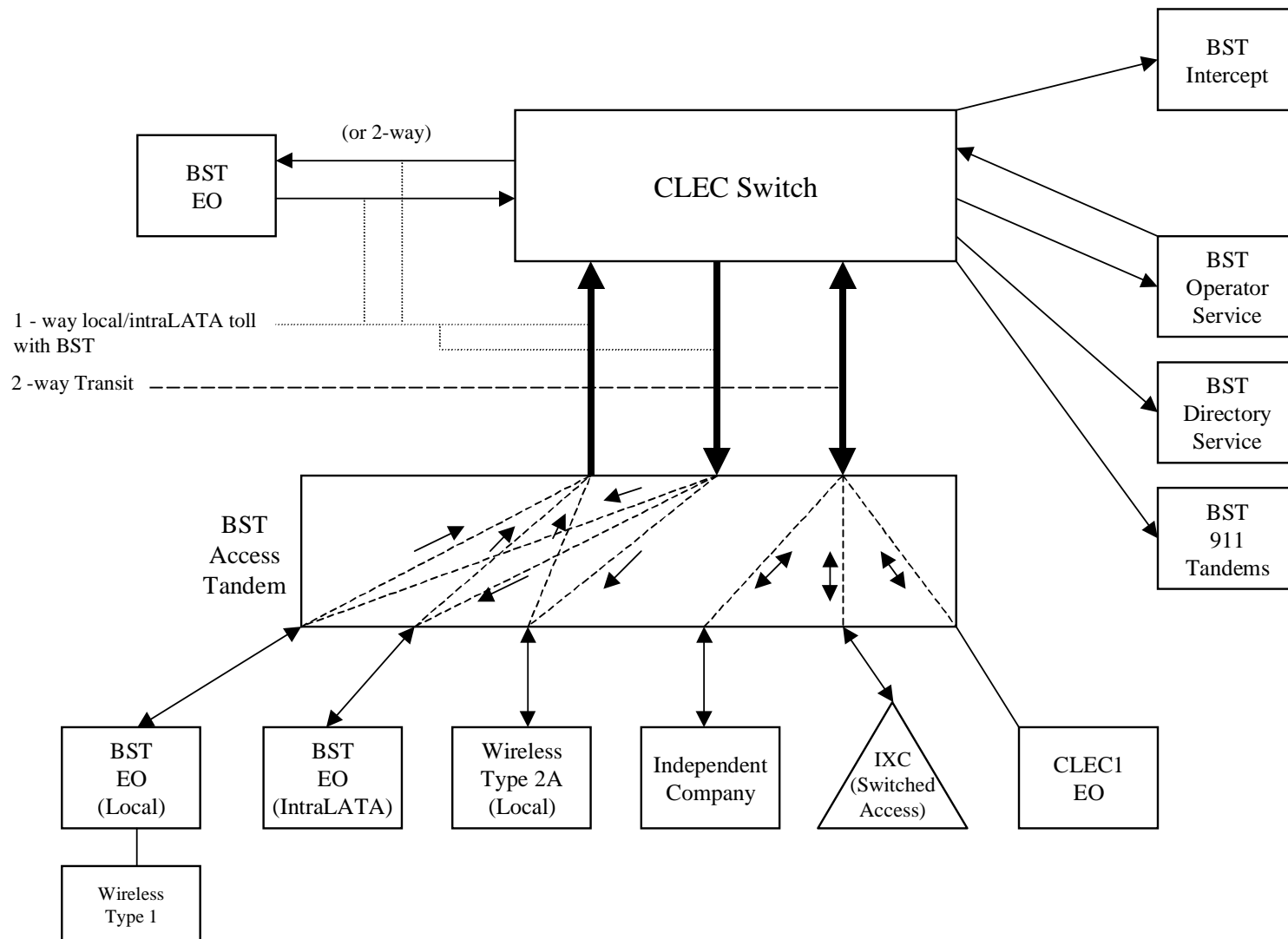
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

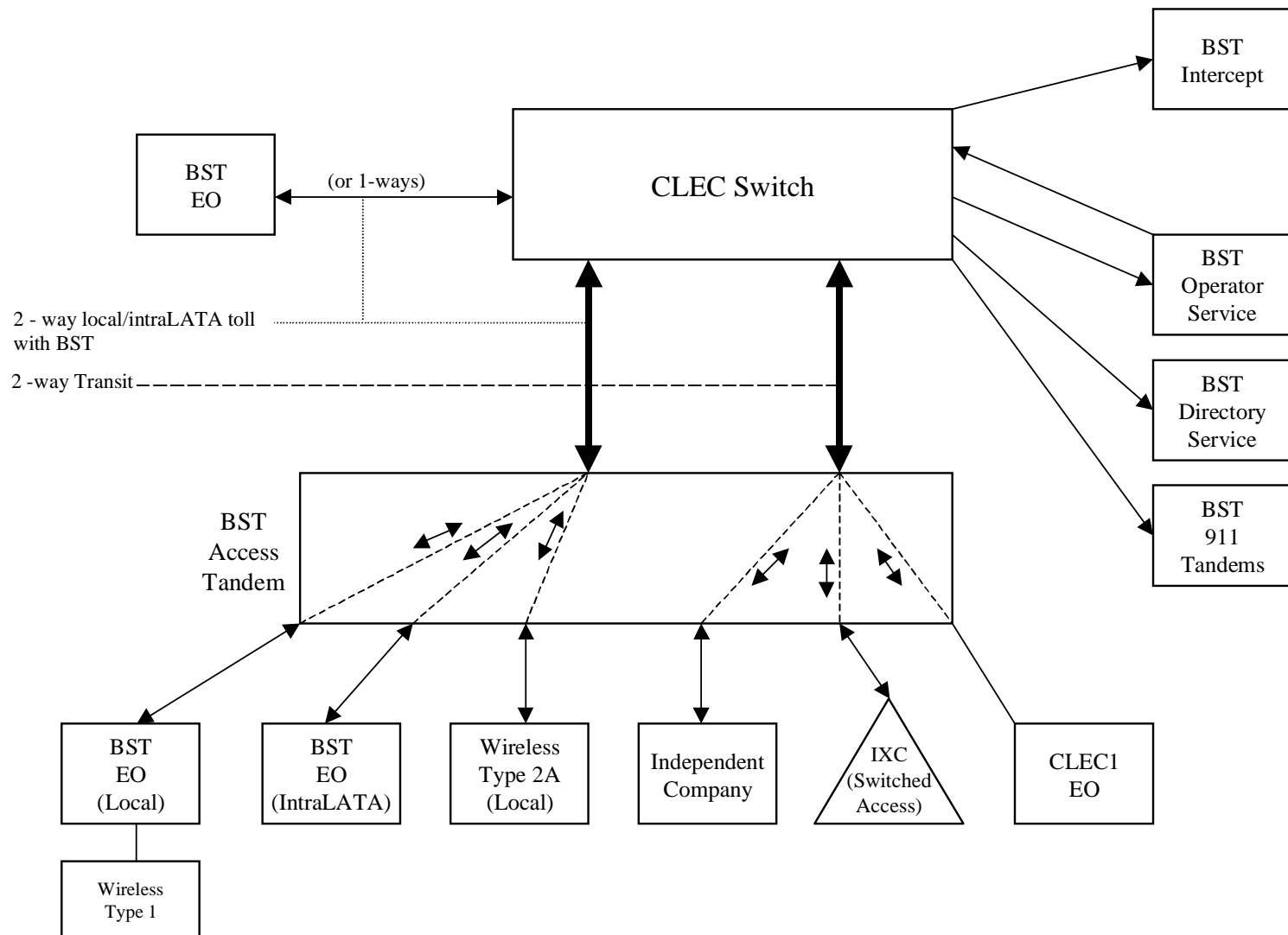
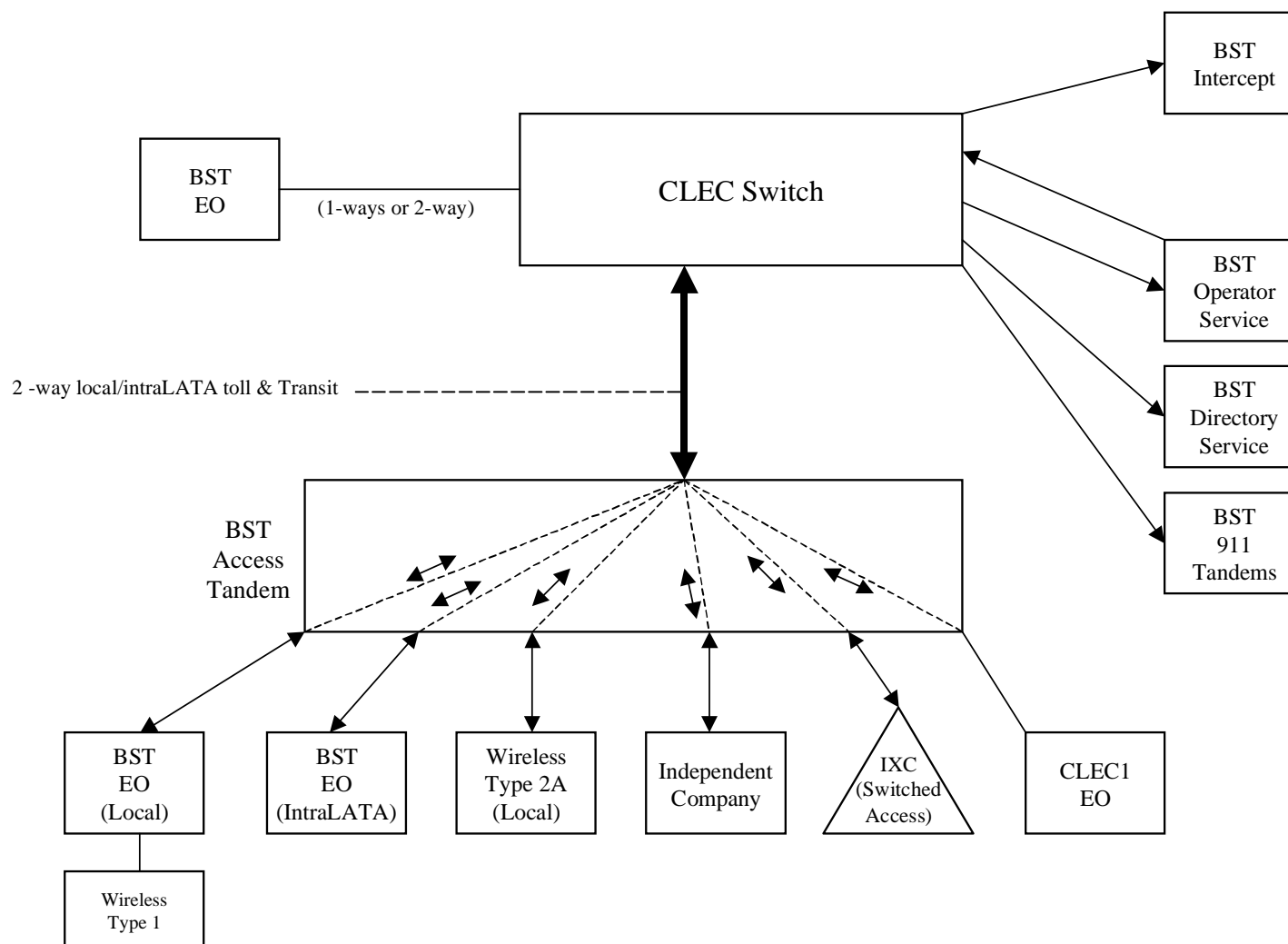


Exhibit E

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										
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																	
		Local Intermediary Charge, per MOU*					0.0060										
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																	
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									
MULTIPLXERS																	
		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										

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage, Per TCAP Message					0.0000569									
	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								
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
		Local Intermediary Charge, per MOU*						0.0060								
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
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									

LOCAL INTERCONNECTION - Florida												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message					0.0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Georgia											Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU					0.0004086bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004086										
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																	
		Local Intermediary Charge, per MOU*					0.0060										
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																	
TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11								
		Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU					0.0000027bk										
		Common Transport - Facilities Termination Per MOU					0.0001914bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81						
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.62	54.43	46.395	13.365						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88						
LOCAL INTERCONNECTION MID-SPAN MEET																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19						
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065						
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605						
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.80										
		CCS7 Signaling Usage, Per TCAP Message					0.0000527										

LOCAL INTERCONNECTION - Georgia												Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (A link) (same as E.3.1)			UDB	TPP6A	8.73	34.77	34.77	16.91	16.91					
	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
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								
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
								0.0060								
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
TRUNK CHARGE																
							OHD	TPP6X		21.58	8.13					
							OHD	TPP9X		21.58	8.13					
							OHD	TDEOP	0.00							
							OH1 OH1MS	TDE1P	0.00							
							OHD	TDWOP	0.00							
							OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
								0.0000030bk								
								0.0007466bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
							OHM	1L5NF	0.01							
							OHM	1L5NF	29.11	47.34	31.78	22.77	8.75			
							OHM	1L5NK	0.0115							
							OHM	1L5NK	20.97	47.35	31.78	22.77	8.75			
							OHM	1L5NK	0.0115							
							OHM	1L5NK	20.97	47.35	31.78	22.77	8.75			
							OH1, OH1MS	1L5NL	0.23							
							OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49			
							OH3, OH3MS	1L5NM	4.97							
							OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75			
LOCAL CHANNEL - DEDICATED TRANSPORT																
							OHM	TEFV2	18.57	265.78	46.96	46.79	4.98			
							OHM	TEFV4	19.86	266.48	47.65	47.54	5.73			
							OH1	TEFHG	40.46	209.60	176.51	30.21	21.07			
							OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42			
LOCAL INTERCONNECTION MID-SPAN MEET																
							OH1MS	TEFHG	0.00	0.00						
							OH3MS	TEFHJ	0.00	0.00						
MULTIPLEXERS																
							OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04			
							OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59			
							OH1, OH1MS	SATCO	11.80	10.07	7.08					
SIGNALING (CCS7)																
							UDB	PT8SX	151.39							
									0.0000656							

LOCAL INTERCONNECTION - Kentucky												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
	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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
		Tandem Switching Function Per MOU						0.0005507bk								
		Multiple Tandem Switching, per MOU (applies to intial tandem only)						0.0005507								
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
		Local Intermediary Charge, per MOU*						0.0060								
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
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							

LOCAL INTERCONNECTION - Louisiana												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	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

LOCAL INTERCONNECTION - Mississippi												Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53						
	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		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
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					0.0004788bk									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0004788									
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
		Local Intermediary Charge, per MOU*					0.0060									
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
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					0.00001bk									
		Common Transport - Facilities Termination Per MOU					0.00034bk									
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 COC) 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							

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

LOCAL INTERCONNECTION - South Carolina											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.000736										
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
	Local Intermediary Charge, per MOU*					0.0060										
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
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										

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
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP6A	16.93	35.61	35.61	16.48	16.48					
	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	OSS Rates(\$)			
													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																
								0.0009778bk								
								0.0009778								
TRANSIT TRAFFIC (INTERMEDIARY CHARGE)																
								0.0060								
* This charge is applicable only to transit traffic and is applied in lieu of tandem switching elements.																
TRUNK CHARGE																

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						
											</					

Attachment 4

Central Office Collocation

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS**

- 1. Scope of Attachment**
 - 1.1 BellSouth Premises**
 - 1.2. Right to Occupy**
 - 1.3. Space Allocation**
 - 1.4. Transfer of Collocation Space**
 - 1.5. Space Reclamation**
 - 1.6. Use of Space**
 - 1.7. Rates and Charges**
 - 1.8. Due Dates**
 - 1.9. Compliance**
- 2. Space Availability Report**
 - 2.1. Optional Space Availability Report**
- 3. Collocation Options**
 - 3.1. Cageless Collocation**
 - 3.2. Caged Collocation**
 - 3.3. Shared Caged Collocation**
 - 3.4. Adjacent Collocation**
 - 3.5. Direct Connect**
 - 3.6. Co-Carrier Cross Connect**
- 4. Occupancy**
 - 4.1. Space Ready Notification**
 - 4.2. Acceptance Walk Through**
 - 4.3. Early Space Acceptance**
 - 4.4. Termination of Occupancy**
- 5. Use of Collocation Space**
 - 5.1. Equipment Type**
 - 5.2. Terminations**
 - 5.3. Security Interest in Equipment**
 - 5.4. No Marketing**
 - 5.5. Equipment Identification**
 - 5.6. Entrance Facilities**
 - 5.7. Dual Entrance Facilities**
 - 5.8. Shared Use**
 - 5.9. Demarcation Point**
 - 5.10. Equipment and Facilities**
 - 5.11. BellSouth's Access to Collocation Space**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 5.12. Customer's Access**
 - 5.13. Interference or Impairment**
 - 5.14. Personalty and Its Removal**
 - 5.15. Alterations**
 - 5.16. Janitorial Service**
- 6. Ordering and Preparation of Collocation Space**
 - 6.1. Initial Application**
 - 6.2. Subsequent Application**
 - 6.3. Space Preferences**
 - 6.4. Space Availability Notification**
 - 6.5. Denial of Application**
 - 6.6. Petition for Waiver**
 - 6.7. Waiting List**
 - 6.8. Public Notification**
 - 6.9. Application Response**
 - 6.10. Application Modifications**
 - 6.11. Bona Fide Firm Order**
- 7. Construction and Provisioning**
 - 7.1 Construction and Provisioning Intervals**
 - 7.2. Joint Planning**
 - 7.3. Permits**
 - 7.4. Circuit Facility Assignments**
 - 7.5. Use of BellSouth Certified Supplier**
 - 7.6 Alarms and Monitoring**
 - 7.7. Virtual to Physical Relocation**
 - 7.8 Virtual to Physical Conversion (In Place)**
 - 7.9. Cancellation**
 - 7.10. Licenses**
 - 7.11. Environmental Compliance**
- 8. Rates and Charges**
 - 8.1. Rates**
 - 8.2. Application Fees**
 - 8.3. Recurring Charges**
 - 8.4. Non-Recurring Charges**
 - 8.5. Space Preparation**
 - 8.6. Floor Space**
 - 8.7 Power**

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 8.8 Cable Installation**
- 8.9 Cable Records**
- 8.10 Security Escort**
- 8.11 Other**
- 9. Insurance**
- 10. Mechanics Lien**
- 11. Inspections**
- 12. Security and Safety Requirements**
- 13. Destruction of Collocation Space**
- 14. Eminent Domain**
- 15. Nonexclusivity**

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when Covista is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth 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.
- 1.2 Right to Occupy. BellSouth shall offer to Covista collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Covista to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Covista and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Covista may contemplate a request for space sufficient to accommodate Covista’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Covista may contemplate a request for space sufficient to accommodate Covista’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Covista Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Covista's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Covista's cost or materially delay Covista's occupation and use of the Collocation Space, assign

Collocation Space that will impair the quality of service or otherwise limit the service Covista wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. Covista shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Covista has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Covista's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.1 The responsibilities of Covista shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Covista.
 - 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Covista will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
 - 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and Covista cannot demonstrate that Covista will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Covista

requesting that Covista release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in Covista's collocation arrangement is not being utilized.

Within twenty (20) days of receipt of written notification from BellSouth, Covista shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case Covista shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Covista accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Covista shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or Covista's refusal to return requested Collocation Space should be resolved by BellSouth and Covista pursuant to the Dispute Resolution language contained in this Agreement.

- 1.6 Use of Space. Covista shall use the Collocation Space for the purpose of installing, maintaining and operating Covista's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Covista may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. Covista agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Optional Space Availability Report

- 2.1 Upon request from Covista and at Covista's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth 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 BellSouth Premises for which the Space Availability Report was requested by Covista.
- 2.1.1 The request from Covista for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG), and the Common Language Location Identification (CLLI) code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify Covista and inform Covista of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Covista to collocate Covista's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covista to have direct access to Covista's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where Covista'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, Covista 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 Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At Covista's option and expense, Covista will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Covista and Covista's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Covista's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Covista's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Covista's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Covista's BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Covista's BellSouth Certified Supplier. Covista must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Covista's locked enclosure prior to notifying Covista at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Covista's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Covista.
- 3.2.1 In the event Covista's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Covista's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Covista of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Covista's Initial Application. If Covista's Initial Application does not indicate its desire to construct its own enclosure and Covista subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Covista will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Covista subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Covista will submit a Subsequent Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review Covista's plans and specifications, then BellSouth will provide notification to Covista within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Covista's plans and specifications. Regardless of whether or not BellSouth elects to review Covista'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 Covista's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as

applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Covista's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Covista's caged Collocation Space BellSouth shall require Covista, at Covista's expense, to remove or correct any structure that does not meet Covista's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

- 3.3 Shared Caged Collocation. Covista may allow other telecommunications carriers to share Covista's caged Collocation Space, pursuant to the terms and conditions agreed to by Covista (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Covista. BellSouth shall be notified in writing by Covista upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Covista 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 Covista. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Covista.

- 3.3.1 Covista, 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 Covista with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Covista 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 Application and Subsequent Applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

- 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/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 Covista 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 Covista's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Covista or Covista's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Covista shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Covista requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Covista must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Covista and Covista's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Covista's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Covista's BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Covista's BellSouth Certified Supplier. Covista must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Covista's locked enclosure prior to notifying Covista at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Covista must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Covista's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Covista's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Covista for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Covista'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 Covista's written notification that

the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Covista's Adjacent Arrangement, BellSouth shall require Covista, at Covista's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

- 3.4.3 Covista shall provide a concrete pad, the structure housing the Adjacent Arrangement, 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 Covista'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, at Covista's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Covista will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Covista's BellSouth Certified Supplier shall be responsible, at Covista's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

- 3.5 Direct Connect. BellSouth will permit Covista to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). Covista shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Covista. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Covista to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Covista's physical/virtual Collocation Spaces are contiguous in the central office, Covista will have the option of using Covista's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Covista will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Covista may not self-provision a Direct Connect on any BellSouth distribution frame, POT (Point of Termination) Bay,

DSX (Digital System Cross-Connect) panel or LGX (Light Guide Cross-Connect) panel. Covista is solely responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for a Direct Connect, Covista must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to Covista.
- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between Covista and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Covista to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to Covista upon Covista's request for the CCXC. Covista is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.1 Covista must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Covista. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Covista 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. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Covista to provision the CCXC to the other collocated telecommunications carrier. In those instances where Covista's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Covista may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Covista shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Covista shall not provision CCXC on any BellSouth distribution frame, POT Bay,

DSX panel or LGX panel. Covista is solely responsible for ensuring the integrity of the signal.

- 3.6.2 To place an order for a CCXC, Covista must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Covista.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify Covista in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. Covista will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from Covista's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Covista completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Covista's acceptance of the Collocation Space (Space Acceptance Date). In the event Covista fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Covista on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Covista decides to occupy the Collocation Space prior to the Space Ready Date, the date Covista occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Covista must notify BellSouth in writing that its collocation equipment installation is complete. Covista's collocation equipment installation is complete, which is when Covista's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Covista's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Covista.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Covista may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of

occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Covista and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Covista signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Covista jointly conduct an inspection, confirming that Covista has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Covista's right to occupy Collocation Space in the event Covista fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment, for such Collocation Space.

- 4.4.1 Upon termination of occupancy, Covista, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Covista from the Collocation Space. Covista shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Covista's Guest(s), unless Covista's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Covista's Termination Date.
- 4.4.2 Covista shall continue the payment of all monthly recurring charges to BellSouth until the date Covista, and if applicable Covista's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Covista or Covista's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Covista or Covista's Guest(s), in any manner that BellSouth deems fit, at Covista's expense and with no liability whatsoever for Covista's property or Covista's Guest(s)'s property.
- 4.4.3 Upon termination of Covista's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. Covista shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Covista, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Covista's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Covista shall be responsible for the cost of removing any Covista constructed enclosure, as well as any supporting

structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the 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 to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, 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.
- 5.1.2 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 a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Covista's failure to comply with this Section.
- 5.2 **Terminations.** Covista shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If

full network termination capacity of the equipment being installed is not requested in the application submitted by Covista, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Covista submits an application for terminations that will exceed the total capacity of the collocated equipment, Covista will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Covista will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Covista shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. Covista shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Covista's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Covista's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. Covista may elect to place Covista-owned or Covista leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Covista will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Covista will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Covista's equipment in Covista's Collocation Space. In the event Covista utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Covista must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Covista is responsible for the maintenance of the entrance facilities.

- 5.6.1 Microwave Transmission Facilities. At Covista's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit Covista to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Covista demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Covista's Collocation Space is located. 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 these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Covista for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Covista 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 the installation of a second entrance facility to Covista's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Covista in the Application Response.
- 5.8 Shared Use. Covista may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Covista's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Covista must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Covista-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Covista desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Covista authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Covista's entrance facility.

- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between Covista's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Covista shall be responsible for providing the necessary cabling and Covista's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. Covista or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Covista's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, Covista may request that the demarcation point be a Point of Termination (POT) bay in a common area within the BellSouth Premises, which Covista shall be responsible for providing and Covista's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling. Covista's BellSouth Certified Supplier shall also be responsible for installing the necessary cabling between Covista's Collocation Space and the POT bay. Covista, its agent, or Covista's BellSouth Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. If Covista desires to avoid the use of a POT bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority, BellSouth shall negotiate alternative rates, terms and conditions for such requested demarcation point.
- 5.10 Equipment and Facilities. Covista, or if required by this Attachment, Covista's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and network facilities used by Covista, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Covista and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Covista's Collocation Space. BellSouth retains the right to access Covista's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Covista at least forty-eight (48) hours before access to Covista's Collocation Space is required.

- Covista may elect to be present whenever BellSouth performs work in the Covista's Collocation Space. The Parties agree that Covista will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 Covista must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 Covista's Access. Pursuant to Section 12, Covista shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covista agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Covista or Covista's Guest(s) with Covista's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Covista and returned to BellSouth Access Management within fifteen (15) days of Covista's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Covista agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Covista's employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Covista ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Covista shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.12.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Covista's designated Collocation Space, after receipt of the BFFO, without charge to Covista. Covista must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Covista desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Covista may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Covista desires access to its designated Collocation Space after the first accompanied free visit and Covista's access request form(s) has not been approved by BellSouth or Covista has not yet submitted an access request form to BellSouth, Covista shall be permitted to access

- the Collocation Space accompanied by a BellSouth security escort, at Covista's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Covista must request that escorted access be provided by BellSouth to Covista's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Covista or its approved agent or supplier requires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. Covista shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Covista's employees, suppliers, agents or Guest(s) to return an Access Device(s), Covista shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covista shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the BellSouth 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 Covista violates the provisions of this paragraph, BellSouth shall provide written notice to Covista, which shall direct Covista to cure the violation within forty-eight (48) hours of Covista's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and 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 Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covista fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Covista's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Covista prior to the taking of such action and BellSouth shall have no liability

to Covista for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.13.2 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Covista fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Covista or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Covista is significantly degrading the performance of other advanced services or traditional voice band services, Covista shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of 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, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 Personalty and Its Removal. Facilities and equipment placed by Covista in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Covista at any time. Any damage caused to the Collocation Space by Covista’s employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by Covista at its sole expense. If Covista decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Covista’s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Covista the Administrative Only Application Fee associated with the type of removal activity performed by Covista, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Covista.
- 5.15 Alterations. Under no condition shall Covista or any person acting on behalf of Covista 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 BellSouth 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 Covista. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application

fee associated with the type of alteration requested, as set forth in Sections 6.2.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides Covista with an Application Response.

- 5.16 Janitorial Service. Covista shall be responsible for the general upkeep of its Collocation Space. Covista shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

6. **Ordering and Preparation of Collocation Space**

- 6.1 Initial Application. For Covista's or Covista's Guest's(s') initial equipment placement, Covista shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Covista and will be billed by BellSouth on the date BellSouth provides Covista with an Application Response.

- 6.2 Subsequent Application. In the event Covista or Covista's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Covista shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by Covista in the Subsequent Application. Such modifications to the BellSouth 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 Fees. The application fee paid by Covista for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by Covista prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Covista

submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when Covista submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Covista's physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Covista with an Application Response.

- 6.3 Space Preferences. If Covista has previously requested and received a Space Availability Report for the BellSouth Premises, Covista 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 Covista's space preference(s), Covista may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Covista with an Application Response.

6.4 Space Availability Notification.

For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Covista's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

- 6.4.1 If the amount of space requested is not available, BellSouth will notify Covista 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 Covista or space that is configured differently, no application fee will apply. If Covista decides to accept the available space, Covista must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Covista resubmits its application to accept the available space, BellSouth will bill Covista the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies Covista that no space is available (Denial of Application), BellSouth will not assess an application fee to Covista. After

notifying Covista that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Covista, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Covista to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth 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 will become available. 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 will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, Covista must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Covista has originally requested caged Collocation Space and cageless Collocation Space becomes available, Covista may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe

referenced above, that Covista wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.7.3 Covista may accept an amount of space less than what it originally requested 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 Covista does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.7.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Covista from the waiting list. Upon request, BellSouth will advise Covista as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all BellSouth 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 becomes available in a BellSouth 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 physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Covista to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 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 Covista to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Covista 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.

- 6.10 Application Modifications. 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 (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Covista or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Covista the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2.
- 6.11 Bona Fide Firm Order.
- 6.11.1 Covista shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Covista's Bona Fide application or Covista's application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Covista's BFFO. BellSouth will acknowledge the receipt of Covista's BFFO within seven (7) days of receipt, so that Covista 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 may 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 of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Covista. If additional space has been requested by Covista, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Covista cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space 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 physical Collocation Space 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. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards 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 for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When Covista adds equipment, that was originally included on Covista's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Covista, when Covista requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 as an "Augment. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Covista. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Covista.
- 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 BellSouth BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth 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)
- Installation of 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 of physical Collocation Space will be completed within ninety (90) days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If Covista submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning 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 Augment category).

7.1.4.7 If Covista submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 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 Covista submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) 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 Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Covista and BellSouth. If Covista and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for Covista's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Covista requests multiple items from different Augment categories, BellSouth will bill Covista the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to Covista at the time BellSouth provides Covista with the Application Response. Covista will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Covista 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.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Covista prior to the applicable provisioning

interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Covista has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Covista prior to the Provisioning Interval for those BellSouth Premises in which Covista has physical Collocation Space with a POT bay provided by Covista or virtual Collocation Space, until Covista has provided BellSouth with the following information:

- 7.4.1 For physical Collocation Space with a Covista-provided POT bay, Covista shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, Covista shall provide BellSouth with a complete layout of Covista's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Covista's BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Covista. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.4 BellSouth will bill Covista a nonrecurring charge, as set forth in Exhibit B, each time Covista requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Covista.
- 7.5 Use of BellSouth Certified Supplier. Covista shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Covista, if a BellSouth Certified Supplier, or Covista's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Covista must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Covista with a list of BellSouth Certified Suppliers, upon request. Covista, if a BellSouth Certified Supplier, or Covista's BellSouth Certified Supplier(s) shall be responsible for installing Covista'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 Covista upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Covista, the BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Covista's BellSouth Certified

- Supplier. BellSouth shall make available its supplier certification program to Covista or any supplier proposed by Covista and will not unreasonably withhold certification. All work performed by or for Covista shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Covista shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Covista's Collocation Space. Upon request, BellSouth will provide Covista with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Covista. 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.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Covista may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by Covista, such information will be provided to Covista in BellSouth's written denial of physical Collocation Space. Covista must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 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; and 3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will

bill Covista an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Covista.

- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.8.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Covista cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Covista cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Covista will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Covista up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Covista cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Covista for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. Covista, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 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 Rates. Covista agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Covista or on Covista's next scheduled monthly billing statement.
- 8.2.1 In Tennessee, the application fee for caged Collocation Space shall be the Application – Cost Planning Fee for both Initial Applications and Subsequent Applications placed by Covista. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by Covista. BellSouth will bill the appropriate non-recurring application fee on the date that BellSouth provides an Application Response to Covista.

- 8.3 Recurring Charges. If Covista has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event Covista fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Covista occupies the space prior to the Space Ready Date, the date Covista occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Covista 's next billing cycle and will include any prorated charges for the period from Covista's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.
- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by Covista on Covista's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Covista collocation arrangement, to verify that the total number of fused amps of power capacity installed by Covista's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Covista on Covista's Initial Application and all Subsequent Applications. If BellSouth determines that Covista's BellSouth Certified Supplier has installed more DC capacity than Covista requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Covista in writing of such discrepancy and shall assess Covista for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Covista's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Covista or on Covista's next scheduled monthly billing statement, if Covista's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's

confirmation of Covista's BFFO or on Covista's next scheduled monthly billing statement.

- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Covista shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of Covista's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Covista's Collocation Space for the operation of Covista's equipment.
For caged physical Collocation Space, Covista shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. For cageless Collocation Space, Covista 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Covista's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Covista shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.7 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Covista's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from a BellSouth BDFB, Covista's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Covista's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power

requested by Covista on Covista's Initial Application and any Subsequent Applications. Covista is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Covista's Collocation Space. The BellSouth Certified Supplier contracted by Covista must provide BellSouth with a copy of the engineering power specifications prior to the day on which Covista's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Covista's Collocation Space. Covista shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Covista's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Covista's Collocation Space, power cable feeds, and terminations of the power cabling. Covista and Covista's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.

- 8.7.1 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit Covista to request DC power in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Covista may request that BellSouth provision DC power of 70 amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker.
- 8.7.2 BellSouth will revise Covista's recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Covista submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Covista's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Covista's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. Covista's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise Covista's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Covista, certifying the completion of the power reduction work, including the removal of any associated power cabling by Covista's BellSouth Certified Supplier. Notwithstanding the foregoing, if Covista'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 or, at BellSouth's discretion, cut by Covista's BellSouth Certified Supplier and Covista shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.7.4 If Covista requests an increase or a reduction in the amount of power that BellSouth is currently providing, Covista must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Covista's Subsequent Application.
- 8.7.5 If Covista has existing 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, Covista 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.
- 8.7.6 If Covista elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Covista's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Covista's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Covista's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Covista's option, Covista may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7.7 Covista shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Covista's arrangement and terminations of cable within the Collocation Space.
- 8.7.8 Fused Amp Billing. In all states, except as noted above in 8.7.1 for Florida, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following formula:
- For power provisioned from a BDFB. The number of fused amps requested by Covista on its application should reflect a multiplier of 1.5 to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The

number of fused amps requested by Covista on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by Covista on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B

- 8.7.9 Florida Power Usage Option. In Florida only, Covista may request that –48 DC power provisioned by BellSouth to Covista's Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit B of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Covista desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Covista to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Covista requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Covista's Initial Application or Subsequent Application. BellSouth shall allow Covista, at Covista's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Covista. BellSouth is not required to build its central office power infrastructure to meet Covista's forecasted DC power demand. Covista must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Covista converts to the FL Option or for any new collocation arrangements Covista establishes under the FL Option.
- 8.7.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Covista's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by Covista's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Covista for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties

- substantiate BellSouth's reading, then BellSouth shall adjust Covista's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.
- 8.7.9.2 BellSouth shall assess Covista a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B of this Attachment. Covista shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Covista. The requested change in DC power usage will be reflected in Covista's next scheduled monthly billing cycle.
- 8.7.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee only, Covista may request that DC power provisioned by BellSouth to Covista's caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (hereinafter "TN Option"). If Covista chooses the TN Option, BellSouth will assess Covista for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amps of DC power requested by Covista on Covista's Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Covista desires to convert an existing caged collocation arrangement to the TN Option, then the monthly recurring power charges that are applicable to the TN Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Covista to convert an existing caged collocation arrangement to the TN Option.
- 8.7.10.1 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 (AC usage) being drawn by Covista's collocation equipment on both the A and B power feeds. The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. Covista may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purposes of measuring Covista's actual power usage. 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 Covista on Covista'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 DC power usage billing.
- 8.7.10.2 If BellSouth, or its BellSouth Certified Supplier, requires access to Covista's caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide Covista with a minimum of forty-eight (48)

hours notice that access is required. Covista shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Covista's caged Collocation Space(s). Once the date and time of access to Covista's caged Collocation Space(s) has been agreed upon, Covista and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If Covista fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Covista shall pay the non-recurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure Covista's power usage for such caged Collocation Space(s). Covista and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

- 8.7.10.3 For each new caged collocation arrangement for which Covista desires the TN Option, Covista shall indicate on Covista's Initial Application that the TN Option is being selected. For each location that Covista wishes to convert to the TN Option, Covista will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Covista's certification that Covista is opting to convert this caged collocation arrangement to the TN Option and will permit BellSouth, or the BellSouth Certified Supplier, to measure its actual power usage on all power feeds.

- 8.7.10.4 BellSouth will bill Covista a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by Covista requesting to convert a caged collocation arrangement to the TN Option. BellSouth shall then arrange for the measurement of Covista's actual power usage on each power feed (each A and B power feed) once each quarter at each of Covista's caged collocation arrangements for which Covista has submitted an Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess Covista for AC power usage for the following quarter based upon Covista's actual metered usage for each power feed (both the A and B power 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 AC power consumption rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to Covista for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.

- 8.7.10.5 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 Covista requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Covista will be responsible for paying the “Additional Meter Reading Trip Charge” contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then Covista will not be charged the “Additional Meter Reading Trip Charge” for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Covista’s AC Usage charge for the next three (3) months.
- 8.7.10.6 In the event BellSouth elects to measure Covista’s power using Covista’s BDFB meter, then BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Covista’s BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If Covista’s BDFB meter is found to be in error, then Covista agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust Covista’s billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.7.10.7 When Covista submits the appropriate Initial or Subsequent Application indicating its desire to elect the TN Option for a specific caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of Covista to submit a BFFO, indicating its desire to proceed with its request to elect the TN Option. After BellSouth receives the BFFO from Covista, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and Covista will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect Covista’s election of the TN Option (which will be considered the “Space Ready Date” for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the TN Option). BellSouth will not permit Covista to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TN Option and there are no other changes

requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If Covista occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Covista occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When Covista elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by Covista on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Covista's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust Covista'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.

- 8.7.10.8 BellSouth shall assess Covista the monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by Covista, as reflected by Covista on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which Covista has chosen the TN Option.
- 8.7.10.9 Covista agrees to submit a Subsequent Application to notify BellSouth when Covista has removed or installed telecommunications equipment in Covista's physical Collocation Space to ensure that Covista's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Covista's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.7.10.10 BellSouth will bill Covista a monthly recurring charge per caged Collocation Space for each arrangement that Covista has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This "Meter Reading" monthly recurring rate element will be assessed to Covista for the first twelve (12) power circuits (each A and B feed 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 of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or Covista.
- 8.7.11 In Alabama and Louisiana, Covista has the option to purchase power directly from an electric utility company. Under such option, Covista is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement,

including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Covista. Covista's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Covista currently has power supplied by BellSouth, Covista may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by Covista in provisioning said power will be billed by BellSouth on an ICB basis.

- 8.7.12 In South Carolina, Covista 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 option, Covista 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 Covista. Covista's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing this power arrangement, just as BellSouth is required to comply with these codes. Covista must submit an application to BellSouth for the appropriate amount of Collocation Space that Covista requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Covista's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises 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 competitive local exchange carrier (CLEC) that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Covista shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Covista would have the option to order its power needs directly from BellSouth.

- 8.7.13 In Alabama and Louisiana, if Covista has existing 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 BellSouth Premises, Covista must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Covista will submit a Subsequent Application and the appropriate application fee will apply.
- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Covista's BFFO.
- 8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Covista in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Covista's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Covista's BFFO.
- 8.10 Security Escort. After Covista has used its one accompanied site visit, pursuant to Section 5.12.1, and prior to Covista's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Covista's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Covista shall pay for such half-hour charges in the event Covista's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

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

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covista's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 Covista may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Covista, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Covista shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of Covista's property has been removed from BellSouth's Premises, whichever period is longer. If Covista fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covista.
- 9.5 Covista shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 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. Covista shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Covista's insurance company. Covista 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

- 9.6 Covista must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Covista's net worth exceeds five hundred million dollars (\$500,000,000.00), Covista may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Covista 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 Covista in the event that self-insurance status is not granted to Covista. If BellSouth approves Covista for self-insurance, Covista shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covista's corporate officers. The ability to self-insure shall continue so long as the Covista meets all of the requirements of this Section. If Covista subsequently no longer satisfies the requirements of this Section, Covista is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Covista to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Lien**
- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Covista), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.
- 11. Inspections**
- 11.1 BellSouth may conduct an inspection of Covista's equipment and facilities in Covista's Collocation Space(s) prior to the activation of facilities and/or services between Covista's equipment and equipment of BellSouth. BellSouth may conduct an

inspection if Covista adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Covista with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Covista will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covista employee hired in the past five years being considered for work on a BellSouth Premises, for the states/counties where the Covista employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Covista shall not be required to perform this investigation if an affiliated company of Covista has performed an investigation of the Covista employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Covista has performed a pre-employment statewide investigation of criminal history records of the Covista employee for the states/counties where the Covista employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Covista will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 Covista shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Covista's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Covista's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Covista not possessing identification issued by Covista or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Covista shall hold BellSouth harmless for any damages resulting from such removal of Covista's personnel from a BellSouth Premises. Covista shall be solely responsible for ensuring that any Guest(s) of Covista is in compliance with all subsections of this Section.
- 12.4 Covista shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Covista shall not assign to the BellSouth 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 of Covista's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Covista chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Covista may, in the alternative, certify to

- BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Covista shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Covista shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Covista employee or agent hired by Covista within the last five years, who requires access to a BellSouth Premises to perform work in Covista Collocation Space(s), Covista shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. 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, Covista will disclose the nature of the convictions to BellSouth at that time. In the alternative, Covista may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other Covista employees requiring access to a BellSouth Premises pursuant to this Attachment, Covista shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Covista shall promptly remove from the BellSouth Premises any employee of Covista that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Covista is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Covista's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Covista's Security representative of such interview. Covista and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or

involving Covista's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Covista for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Covista's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Covista for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Covista's employees, agents, suppliers, or Guests and where Covista agrees, in good faith, with the results of such investigation. Covista shall notify BellSouth in writing immediately in the event that Covista discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth 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. Covista shall hold BellSouth harmless for any damages resulting from such removal of Covista's personnel from a BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Collocation Space

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

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a 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 Covista 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.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Covista 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 National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. 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 Covista shall provide notice to the other, including any 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. Covista should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covista to follow when working at a BellSouth 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. Covista will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Covista when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Covista space with proper notification. BellSouth reserves the right to stop any Covista work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Covista are owned by and considered the property of Covista. Covista 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 Covista or different hazardous materials used by Covista at a BellSouth Premises. Covista must demonstrate adequate emergency response capabilities for the materials used by Covista or remaining at a BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Covista to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Covista 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 Covista will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covista must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Covista 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 employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Covista 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. Covista further agrees to cooperate with BellSouth to ensure that Covista's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by Covista, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from Covista's BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of supplier	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 BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations	Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	<p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</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 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Collocation

REMOTE SITE COLLOCATION TABLE OF CONTENTS

- 1. Scope of Attachment**
 - 1.1 Scope**
 - 1.2 Right to Occupy**
 - 1.3. Space Reservation**
 - 1.4. Third Party Property**
 - 1.5 Space Reclamation**
 - 1.6 Use of Space**
 - 1.7 Due Dates**
 - 1.8 Compliance**
- 2. Space Availability Optional Report**
 - 2.1 Space Availability Optional Report**
 - 2.2 Remote Terminal Information**
- 3. Collocation Options**
 - 3.1 Cageless Collocation**
 - 3.2 Caged Collocation**
 - 3.3 Shared Caged Collocation**
 - 3.4 Adjacent Collocation**
 - 3.5 Co-Carrier Cross Connects (CCXCs)**
- 4. Occupancy**
 - 4.1. Space Ready Date**
 - 4.2 Acceptance Walk Through**
 - 4.3 Early Space Acceptance**
 - 4.4 Termination of Occupancy**
- 5. Use of Remote Collocation Space**
 - 5.1. Equipment Type**
 - 5.2. No Marketing**
 - 5.3. Equipment Identification**
 - 5.4. Entrance Facilities**
 - 5.5 Shared Use**
 - 5.6 Demarcation Point**
 - 5.7 Equipment and Facilities**
 - 5.8 BellSouth Access**
 - 5.9 Customer Access**
 - 5.10 Lost or Stolen Access Keys**
 - 5.11 Interference or Impairment**
 - 5.12 Personalty and Its Removal**
 - 5.13 Alterations**
 - 5.14 Upkeep of Remote Collocation Space**

- 6. Ordering and Preparation of Remote Collocation Space**
 - 6.1. Procedures and Intervals**
 - 6.2. Remote Site Application**
 - 6.3. Availability of Space**
 - 6.4. Space Availability Notification**
 - 6.5. Denial of Application**
 - 6.6. Petition for Waiver**
 - 6.7. Waiting List**
 - 6.8. Public Notification**
 - 6.9. Application Response**
 - 6.10. Application Modifications**
 - 6.11. Bona Fide Firm Order**
- 7. Construction and Provisioning**
 - 7.1. Construction and Provisioning Intervals**
 - 7.2. Joint Planning**
 - 7.3. Permits**
 - 7.4. Use of a BellSouth Certified Supplier**
 - 7.5. Alarms and Monitoring**
 - 7.6. Virtual to Physical Remote Collocation Space Relocation**
 - 7.7. Virtual to Physical Conversion (In-Place)**
 - 7.8. Cancellation**
 - 7.9. Licenses**
 - 7.10. Environmental Compliance**
- 8. Rates and Charges**
 - 8.1. Rates**
 - 8.2. Recurring Charges**
 - 8.3. Application Fee**
 - 8.4. Bay Space**
 - 8.5. Power**
 - 8.6. Adjacent Collocation Power**
 - 8.7. Security Escort**
 - 8.8. Other**
- 9. Insurance**
- 10. Mechanics Liens**
- 11. Inspections**
- 12. Security and Safety Requirements**
- 13. Destruction of Remote Collocation Space**

14. Eminent Domain

15. Nonexclusivity

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH

REMOTE SITE COLLOCATION

1. Scope of Attachment

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when Covista is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Covista Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Covista to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Covista and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of bays specified by Covista may contemplate a request for space sufficient to accommodate Covista’s growth within a two-year period.
- 1.3.2 In the state of Florida, the number of bays specified by Covista may contemplate a request for space sufficient to accommodate Covista’s growth within an eighteen (18) month period.

- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Covista that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Covista's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Covista. Covista agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Covista. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Covista as above, Covista shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Covista in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Covista will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. Covista shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Covista's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) in accordance with the Act and FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. . For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

2.1 Space Availability Optional Report. Upon request from Covista, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from Covista for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Covista is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Covista may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Covista should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Covista should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify Covista and inform Covista of the time frame under which it can respond.

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

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a Covista 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 Covista, up to a maximum of thirty (30) wire centers per Covista request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Covista agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

3. Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Covista to collocate Covista's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covista to have direct access to Covista's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single bay increments. Except where Covista's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Covista must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 following.

3.2 Caged Collocation. At Covista's option and expense, Covista may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Covista and Covista's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Covista's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Covista's expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for Covista's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Covista's BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Covista's BellSouth Certified Supplier. Covista must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Covista's locked enclosure prior to notifying Covista at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Covista's Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Covista.

3.2.1 BellSouth may elect to review Covista's plans and specifications, if Covista has indicated its desire to have Covista's BellSouth Certified Supplier construct the

collocation arrangement enclosure, prior to allowing the construction to start, to ensure Covista's compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Covista of its desire to execute this review in BellSouth's Application Response to Covista's application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for Covista to place a firm order for the Remote Collocation Space it is requesting. If Covista's application does not indicate their desire to construct their own enclosure and Covista subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Covista will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Covista's plans and specifications. Regardless of whether or not BellSouth elects to review Covista's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Covista's written notification that the enclosure has been completed. BellSouth shall require Covista, at Covista's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Covista's caged Remote Collocation Space, any structure that does not meet Covista's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation. Covista may allow other telecommunications carriers to sublease Covista's Remote Collocation Space pursuant to terms and conditions agreed to by Covista ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Covista shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Covista that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Covista.

3.3.1 Covista, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Covista with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Covista shall be the

- responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services, and/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Covista 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 Covista's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement ("Adjacent Arrangement") on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by Covista and in conformance with BellSouth's design and construction specifications. Further, Covista shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Adjacent Arrangement.
- 3.4.1 Should Covista elect Adjacent Collocation, Covista must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, Covista and Covista's BellSouth Certified Supplier must comply with local building code requirements. Covista's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Covista's BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Covista's BellSouth Certified Supplier. Covista must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Covista's locked

- enclosure prior to notifying Covista at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 Covista must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review Covista's plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the 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 Covista's written notification that the Adjacent Arrangement has been completed. BellSouth shall require Covista, at Covista's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Covista's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.
- 3.4.3 Covista shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Covista's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, at Covista's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. Covista will pay for any and all (100%) DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Covista's BellSouth Certified Supplier shall be responsible, at Covista's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross-Connects (CCXCs). A Co-Carrier Cross Connect (CCXC) is a cross connection between Covista and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit Covista to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated

telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. Covista is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.5.1 Covista must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Covista. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. Covista 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. The CCXC shall utilize BellSouth common cable support structure. . There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Covista to provision the CCXC to the other collocated telecommunications carrier. In those instances where Covista's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, Covista may use its own technicians to install the co-carrier cross connects using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Covista shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Covista shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) panel or LGX (Light Guide Cross-connect) panel. Covista is solely responsible for ensuring the integrity of the signal.
- 3.5.2 To place an order for a CCXC, Covista must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Covista.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify Covista in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date").
- 4.2 Acceptance Walk Through. Covista will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15)

- days after BellSouth notifies Covista that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Covista's original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Covista completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of Covista's acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that Covista fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Covista on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Covista decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date Covista occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Covista must notify BellSouth in writing that its collocation equipment installation is complete. Covista's collocation equipment installation is complete, which is when Covista's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Covista's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Covista.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Covista may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Covista and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Covista signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Covista jointly conduct an inspection, which confirms that Covista has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Covista's right to occupy the Remote Collocation Space in the event Covista fails to comply with any provision of this Agreement, for such Remote Collocation Space..
- 4.4.1 Upon termination of occupancy, Covista, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. Covista shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Covista's Guest(s), unless

Covista's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to Covista's Termination Date.

- 4.4.2 Covista shall continue payment of all monthly recurring charges to BellSouth until the date Covista, and if applicable Covista's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If Covista or Covista's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Covista or Covista's Guest(s), in any manner that BellSouth deems fit, at Covista's expense and with no liability whatsoever for Covista's property or Covista's Guest(s)'s property.
- 4.4.3 Upon termination of Covista's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Covista shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by Covista, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, Covista's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. Covista shall be responsible for the cost of removing any Covista constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, 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.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the

- requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Covista's failure to comply with this Section.
- 5.1.2.1 All Covista equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Covista shall identify to BellSouth whenever Covista submits a Method of Procedure ("MOP") adding equipment to Covista's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Covista's Remote Collocation Space. Covista shall submit a copy of the list of any lien holders or other entities that have a financial interest to Covista's ATCC Representative.
- 5.2 No Marketing. Covista shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Equipment Identification. Covista shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Covista's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Covista's equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. Covista may elect to place Covista-owned or Covista-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Covista will provide and place copper cable through conduit from the Remote Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by

- BellSouth. Covista must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. Covista is responsible for maintenance of the entrance facilities that terminate into Covista's Remote Collocation Space.
- 5.5 Shared Use. Covista may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Covista's Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Covista's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Covista or its agent must perform all required maintenance to Covista equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following.
- 5.7 Equipment and Facilities. Covista, or if required by this Attachment, Covista's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by Covista which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. Covista and its selected BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to Covista at least forty-eight (48) hours before access to the Remote Collocation Space is required. Covista may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that Covista will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.9 Customer Access. Pursuant to Section 12, Covista shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covista agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Covista or Covista's Guest(s) with Covista's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key

- Acknowledgement Form” for keys) must be signed by Covista and returned to BellSouth Access Management within fifteen (15) days of Covista’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Covista agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Covista’s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Covista ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. Covista shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Covista’s designated Remote Collocation Space, after receipt of the BFFO, without charge to Covista. Covista must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Covista desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Covista may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event Covista desires access to its designated Remote Collocation Space after the first accompanied free visit and Covista’s access request form(s) has not been approved by BellSouth or Covista has not yet submitted an access request form to BellSouth, Covista shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at Covista’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Covista must request that escorted access be provided by BellSouth to Covista’s designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Covista or its approved agent or supplier requires access to the entrance manhole.
- 5.10 Lost or Stolen Access Keys. Covista shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Covista shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covista shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person’s use of its telecommunications service; 2) endangers or damages the equipment, facilities or other

property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications routed through the Remote Site; 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 Covista violates the provisions of this paragraph, BellSouth shall provide written notice to Covista, which shall direct Covista to cure the violation within forty-eight (48) hours of Covista's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and 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 the inspection of the Remote Collocation Space.

- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covista fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Covista's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Covista prior to the taking of such action and BellSouth shall have no liability to Covista for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Covista fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Covista or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by Covista is significantly degrading the performance of other advanced services or traditional voice band services, Covista shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of 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, pursuant to 47CFR,

Section 51.230 of the FCC's Rules, the degraded service shall not prevail against the newly-deployed technology.

5.12 Personalty and Its Removal. Facilities and equipment placed by Covista in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by Covista at any time. Any damage caused to the Remote Collocation Space by Covista's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Covista at its sole expense.

5.13 Alterations. Under no condition shall Covista or any person acting on behalf of Covista 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 Remote Collocation Space or the BellSouth Remote Site Location, 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 Covista. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides Covista with an Application Response.

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

6. Ordering and Preparation of Remote Collocation Space

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

6.2 Remote Site Application. When Covista or Covista's Guest(s) desires to install a bay in a Remote Site Location, Covista shall input a BellSouth Physical Expanded Interconnection Application Document ("Application") directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by Covista and will be billed on the date BellSouth provides Covista with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional

- shelves/equipment, subject to the restrictions contained in Section 5.7, within an existing bay, does not require an Application.
- 6.3 Availability of Space. Upon submission of an Application, BellSouth will permit Covista to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section, in which case, virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Covista of the amount that is available.
- 6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. . In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Covista's Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Covista 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 Covista or space that is configured differently, no Application Fee shall apply. If Covista decides to accept the available space, Covista must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Covista resubmits its Application to accept the available space, BellSouth will bill Covista the appropriate Application Fee.
- 6.5 Denial of Application. If BellSouth notifies Covista that no space is available (Denial of Application), BellSouth will not assess an Application Fee to Covista. After notifying Covista that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Covista, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement

or provision, BellSouth shall permit Covista to inspect any plans or diagrams that BellSouth provides to the Commission.

- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation 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 will become available.
- 6.7.2 When Remote Collocation Space becomes available, Covista must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If Covista has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Covista may refuse such space and notify BellSouth in writing, within the thirty (3) day timeframe referenced above, that Covista wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. Covista may accept an amount of space less than what it originally requested 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 Covista does not submit an Application or notify BellSouth in writing within the thirty (3) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove Covista from the waiting list. Upon request, BellSouth will advise Covista as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, www.interconnection.bellsouth.com, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is

insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable Covista to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Covista 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 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable Covista to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.10 Application Modifications. 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 (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Covista or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge Covista the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

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

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Covista's BFFO. BellSouth will acknowledge the receipt of Covista's BFFO within seven (7) days of receipt, so that Covista 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 may 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 Remote Collocation Space 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 Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Covista. If additional space has been requested by Covista, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Covista cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space 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. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards 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 for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation

Space in a nondiscriminatory manner and at parity with BellSouth and will provide Covista with the estimated completion date in its Application Response.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Covista 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 Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.
- 7.4 Use of BellSouth Certified Supplier. Covista 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. Covista, if a BellSouth Certified Supplier, or Covista's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Covista must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Covista with a list of BellSouth Certified Suppliers, upon request. Covista, if a BellSouth Certified Supplier, or Covista's BellSouth Certified Supplier(s) shall be responsible for installing Covista'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 Covista upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Covista, the BellSouth Certified Supplier shall bill Covista directly for all work performed for Covista pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Covista's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Covista or any supplier proposed by Covista and will not unreasonably withhold certification. All work performed by or for Covista shall conform to generally accepted industry standards.
- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Covista shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Covista's Remote Collocation Space. Upon request, BellSouth will provide Covista with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Covista. 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.

- 7.6 Virtual to Physical Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations and physical Remote Collocation Space has subsequently become available, Covista may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by Covista, such information will be provided to Covista in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Covista within one hundred eighty (180) days of BellSouth's written denial of Covista's request for physical Remote Collocation Space, (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available, and (iii) Covista was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then Covista may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Covista must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.
- 7.6.1 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.7 Virtual to Physical Conversion (In-Place). Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; 2) the conversion of the virtual Remote Collocation Space 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; and 3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Covista an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Covista.

- 7.7.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.7.
- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Covista cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Covista cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Covista will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Covista up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Covista cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill Covista for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.
- 7.9 Licenses. Covista, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.
- 7.10 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 Rates. Covista agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Recurring Charges. If Covista has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event Covista fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Covista occupies the space prior to the Space Ready Date, the date Covista occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Covista's next billing cycle and will include any prorated charges for the period from Covista's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.

- 8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate non-recurring Application Fee on the date that BellSouth provides an Application Response to Covista.
- 8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Covista's equipment. Covista shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Covista'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 bay space, as referenced above in Section 8.4. If the power requirements for Covista's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise Covista's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Covista's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Covista certifying the completion of the power reduction, including the removal of the power cabling by Covista's BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. 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 Covista's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. Covista's BellSouth Certified Supplier must provide a copy of the engineering power specifications 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 Covista's option, Covista may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.7 Security Escort. After Covista has used its one accompanied site visit, pursuant to Section 5.9.1, and prior to Covista's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Covista's employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after

the scheduled escort time to provide such requested escort service and Covista shall pay for such half-hour charges in the event Covista's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 Covista shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Covista shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covista's real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.
- 9.2.4 Covista may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Covista to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Covista 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 a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of Covista's property has been removed from BellSouth's Remote Site Location,

whichever period is longer. If Covista fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covista.

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

- 9.6 Covista must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Covista's net worth exceeds five hundred million dollars (\$500,000,000.00), Covista may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Covista shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Covista in the event that self-insurance status is not granted to Covista. If BellSouth approves Covista for self-insurance, Covista shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covista's corporate officers. The ability to self-insure shall continue so long as Covista meets all of the requirements of this Section. If Covista subsequently no longer satisfies the requirements of this Section, Covista is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Covista to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Covista), or any improvement thereon by reason of or arising out of any

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

11. Inspections

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

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Covista will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covista employee hired in the past five years being considered for work on a BellSouth Remote Site Location, for the states/counties where the Covista employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Covista shall not be required to perform this investigation if an affiliated company of Covista has performed an investigation of the Covista employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Covista has performed a pre-employment statewide investigation of criminal history records of the Covista employee for the states/counties where the Covista employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Covista will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 Covista shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in Covista's Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Covista's name. BellSouth

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

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

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

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

13. Destruction of Remote Collocation Space

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

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Covista 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 National Fire Protection Association (NFPA) NEC and National Electric Safety Codes (NESC) ("Applicable Laws") requirements. 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 Covista shall provide notice to the other, including any 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. Covista should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covista to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Covista will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Covista when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect Covista's Remote Collocation Space with proper notification. BellSouth reserves the right to stop any Covista work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by Covista are owned by and considered the property of Covista. Covista 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 Covista or different hazardous materials used by Covista at the BellSouth Remote Site Location. Covista must demonstrate adequate emergency response

capabilities for the materials used by Covista or remaining at a BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Covista to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Covista 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 Covista will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covista must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Covista 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 employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Covista 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. Covista further agrees to cooperate with BellSouth to ensure that Covista's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Covista, its employees, agents ,suppliers and/or Guests.
- 2.1.1 The most current version of reference documentation must be requested from Covista's BellSouth Regional Contract Manager (RCM).

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	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3

	EVET approval of supplier	<ul style="list-style-type: none"> Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>InsuranceCovista</p>	<ul style="list-style-type: none"> Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> –Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS

		(Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		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 - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22								
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		398.76								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21						
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,410.00		1.21						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	140.99									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34									
		Physical Collocation - 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 - Space Preparation - Firm Order Processing			CLO	PE1SJ	600.71									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,075.17									
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.83									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation - 2-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, U1TD1, UNC1X, UEPsR, UEPsB, UEPsE, UEPsP, USL	PE1P1	1.11	22.03	15.93	6.40	5.79					

COLLOCATION - Alabama											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25					
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0016									
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEP SX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.05	12.39	11.87	6.39	5.73					
Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98							
		Physical Collocation - 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								
CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.56								
Cable Records																
		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
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13						
	Virtual to Physical															
		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								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73					
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.11	22.03	15.93	6.40	5.79					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92					

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	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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 - 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 foot, per cable			AMTFS	VE1CD	0.0016										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSA, UEPSD, UEPSR, UEPC2	VE1R2	0.03	12.30	11.80	6.03	5.44						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73						
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
Cable Records	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		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							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98								
Maintenance	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								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
	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 Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73								

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 - 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								
	Adjacent Remote Site Collocation																
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
		Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
		Note: ICB means Individual Case Basis															
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Florida											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Application														
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81								
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20						
	Space Preparation														
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	572.66									
	Power														
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47									
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	0.3786	7.88	6.25	1.35	0.9899					

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDx, UEPSR, UEPSB, UEPSE, UEPSp	PE1P3	4.16	32.40	31.03	11.15	10.98						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSp, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.78									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1515.00	973.64	256.35							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73							

COLLOCATION - Florida											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97							
		Virtual to Physical															
		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									
		Entrance Cable															
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19										
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84							
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43									
VIRTUAL COLLOCATION																	
		Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		564.81									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20							
		Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28										
		Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95										
		Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69						
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	0.3786	7.88	6.26	1.35	0.9915						
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98						

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1515.00	973.64	256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39									

COLLOCATION - Florida											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73							
	Adjacent Remote Site Collocation														
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
	Virtual Remote Site Collocation														
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62									
				UEANL, UEQ, UEA, UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71					
	Adjacent Collocation - 2-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69					
	Adjacent Collocation - 4-Wire Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915					
	Adjacent Collocation - DS1 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JB		2,763.00		1.02						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47									
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19									
NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Georgia											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		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 - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		398.80									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
		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							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.52										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	144.71										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	160.45										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.74										
		Physical Collocation - 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 - Space Preparation - Firm Order Processing			CLO	PE1SJ	141.10										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	248.75										
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.78										
		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										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning			PE1P2	0.0197											
		Physical Collocation - 4-wire cross-connect, loop, provisioning			PE1P4	0.0393											
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSL, UEPSB, UEPSL												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			PE1P1	0.3726											

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPESE, UEPS	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, UDFCX	PE1F4	3.30										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPSE, UEPSEB, UEPX, UEP2C	PE1R2	0.0197										
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0393										
Security																
	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 - 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									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		743.65	478.06	125.75							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.60		177.77							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.48		5.30							

COLLOCATION - Georgia											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation, 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						
	Virtual to Physical														
	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								
	Entrance Cable														
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.93		21.51						
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.21									
	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								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.90								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		609.52		0.59						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.18								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		609.52								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.52									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.78									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0188									
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0375									
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	0.3726									

COLLOCATION - Georgia										Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06										
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73										
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.45										
		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 foot, per cable			AMTFS	VE1CD	0.0015										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0188										
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0375										
	CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR											
	Cable Records																
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06	125.75							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60		177.77							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48		5.30							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.63							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.19							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45		73.57							
	Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.52	10.83								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.92	14.19								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.31	17.55								
	Maintenance																
		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								
	Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.93		21.51							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.57										
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.23										

COLLOCATION - Georgia											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF		755.15		21.51							
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG		9.12									
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.61		132.62							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	143.23										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.20									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.94									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.04									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		116.64									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.52	10.83								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.92	14.19								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.31	17.55								
	Adjacent Remote Site Collocation																
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
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			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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	I		CLOAC	PE1JD	35.65										

COLLOCATION - Georgia											Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME	SOMAN		
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.													

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		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 - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.20									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		399.50									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12									
		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							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	7.99										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.83										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.97										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.14										
		Physical Collocation - 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 - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,206.07										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	2,158.67										
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.06										
		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										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0665	24.88	23.82	12.77	11.46						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	1.48	44.23	31.98	12.81	11.57						

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	6.65	51.29	39.87	19.41	16.49						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0012										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0018										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0333	24.68	23.68	12.14	10.95						
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0665	24.88	23.82	12.77	11.46						
	Security																
		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 - 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									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.55									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1524.45	980.01	267.02							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.54							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63		154.85						
	Virtual to Physical														
	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								
	Entrance Cable														
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11		45.16						
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.48	44.23	31.98	12.81	11.57					
	Virtual collocation - Special Access & UNE, cross-connect per DS1														
				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 - Special Access & UNE, cross-connect per DS3														
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84					
	Virtual Collocation - 2-Fiber Cross Connects														

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 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 - 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 foot, per cable			AMTFS	VE1CD	0.0018										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSSE, UEPS, UEPSR, UEPS2C	VE1R2	0.0309	24.68	23.68	12.14	10.95						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,524.45	980.01	267.02							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84							
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09								
Maintenance																
	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								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.98	21.53								

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 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								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
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			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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										
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Louisiana

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30								
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		398.76								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97								
		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						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.30								
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		166.40								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		184.50								
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		18.10								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.31								
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.70								
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		91.60								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,044.07								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		8.32								
		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								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.0318	11.94	11.46						
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0636	12.04	11.53						
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1		1.04	21.39	15.47						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning														

COLLOCATION - Louisiana											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37									
	Virtual to Physical															
		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								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54								
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46							
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53							
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.04	21.39	15.47							
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76							
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76							

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

COLLOCATION - Louisiana											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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										
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			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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											
NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																	

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.13									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		398.76									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76									
		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							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.74									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		165.23									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		183.20									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		17.97									
		Physical Collocation - 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 - Space Preparation - Firm Order Processing			CLO	PE1SJ		604.19									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,081.40									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.33									
		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									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning			PE1P2	0.0288	12.37	11.87	6.04	5.45							
		Physical Collocation - 4-wire cross-connect, loop, provisioning			PE1P4	0.0576	12.47	11.94	6.59	5.91							
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSP, UEPSPB, UEPSE, UEPSP, USL												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			PE1P1	1.14	22.16	16.02	6.60	5.97							

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	5.10	25.70	19.97	10.01	8.50						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75				
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
	Security																
		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 - 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									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.41									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		763.69	490.94	133.77							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81		190.22							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84		5.93							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27		2.78							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.92		9.72							

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98		77.58						
	Virtual to Physical															
		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								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		926.27		22.62						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.42									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.89								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
		Virtual Collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.14	22.16	16.02	6.60	5.97					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49	21.01	15.29	7.61	6.10					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10					

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		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 - 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 foot, per cable			AMTFS	VE1CD	0.0015									
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0268	12.37	11.87	6.04	5.45					
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0536	12.47	11.94	6.59	5.91					
	CFA															
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41								
	Cable Records															
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	490.94	133.77						
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22						
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93						
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78						
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72						
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58						
	Security															
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79							
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94							
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08							
	Maintenance															
		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							
	Entrance Cable															
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62						
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24									
COLLOCATION IN THE REMOTE SITE																
	Physical Remote Site Collocation															
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05									
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79							

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 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								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
	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			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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										
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		399.13									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
		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							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.77										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65										
		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										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95								
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05								
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	1.38	39.15	23.20								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	6.20	43.96	26.17							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0028									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0041									
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEP3X, UEP2C	PE1R2	0.0309	19.77	14.95				26.94	12.76		
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0618	19.95	15.05				26.94	12.76		
	Security															
		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 - 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								
	CFA															
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.48								
	Cable Records															
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1458	937.29	245.00	245.00					
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		622.69	622.69	346.35	346.35					
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		8.77	8.77	10.32	10.32					
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.35	4.35	5.11	5.11					
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.22	15.22	17.90	17.90					

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32					
	Virtual to Physical															
		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								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00								
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00						26.94	12.76	
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	4.77									
	Power															
		Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNC NX	UEAC2	0.0225	19.77	14.95					26.94	12.76	
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05					26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	0.4195	39.15	23.20					26.94	12.76	
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	38.25	21.94					26.94	12.76	
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94					26.94	12.76	

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17				26.94	12.76		
	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 foot, per cable			AMTFS	VE1CD	0.0041									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0225	19.77	14.95				26.94	12.76		
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05				26.94	12.76		
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48								
Cable Records															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,458.00	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	17.90	17.90					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32					
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34				26.94	12.76		
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57				26.94	12.76		
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80				26.94	12.76		
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22				26.94	12.76		
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81				26.94	12.76		
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40				26.94	12.76		
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00					26.94	12.76		
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34							

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO RS	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO RS	PE1PT		54.06	33.80								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLO RS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLO RS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLO RS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
	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			UEANL, UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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										
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - South Carolina												Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.33									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
		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							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		3.95									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.69									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		219.19									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.50									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.75									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.24									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.16									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		9.19									
		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									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning			PE1P2	0.0341	12.32	11.83	6.04	5.45							
		Physical Collocation - 4-wire cross-connect, loop, provisioning			PE1P4	0.0682	12.42	11.90	6.40	5.74							
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPsR, UEPsB, UEPsE, UEPsP, USL												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			PE1P1	1.12	22.08	15.96	6.42	5.80							

COLLOCATION - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	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, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSE, UEPSEB, UEPSX, UEP2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
	Security																
		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 - 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									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	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							

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30						
	Virtual to Physical															
		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								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
		Virtual Collocation - 2-wire cross-connect, loop, provisioning														
					UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning														
					ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.12	22.08	15.96	6.42	5.80					
		Virtual collocation - Special Access & UNE,cross-connect per DS1														
					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 - Special Access & UNE, cross-connect per DS3														
					UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
		Virtual Collocation - 2-Fiber Cross Connects														

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 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 - 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 foot, per cable			AMTFS	VE1CD	0.0015										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0317	12.32	11.83	6.04	5.45						
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						
	CFA																
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
	Cable Records																
		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							
	Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
	Maintenance																
		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								
	Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75								

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 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								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
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			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	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			UE3	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										
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00								
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66								
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09								
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25								
	Space Preparation															
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1SB	4.32									
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed			CLO	PE1SN		142.40								
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed			CLO	PE1SO		185.72								
		Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed			CLO	PE1SP		242.05								
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per add'l 50 sq. ft.			CLO	PE1S5	55.49									
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94									
		Physical Collocation - Cageless - Floor Space, per sq. ft.			CLO	PE1ZB	3.91									
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44									
		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 - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00								
		Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,027.00								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87									
		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 Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55									
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cageless - Power, per Fused Amp			CLO	PE1ZC	6.79										
		Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter			CLO	PE1FO	102.24										
		Physical Collocation - Meter Reading -per CLEC per CO, per Each Additional 2 Circuits w/BST Meter			CLO	PE1FP	8.94										
		Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter			CLO	PE1FQ	98.25										
		Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter			CLO	PE1FR	8.94										
		Physical Collocation - Additional Meter Reading Trip Charge, per Central Office, per Occurrence			CLO	PE1FM		307.64									
		Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UNCNX	PE1ZD	0.57	11.62	9.90	10.38	8.66						
		Physical Collocation - Cageless - 2-Wire Cross-Connects															
					UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UNCVX, UNCDX	PE1ZE	0.57	11.81	10.04	10.44	8.67						
		Physical Collocation - Cageless - 4-Wire Cross Connects															
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL	PE1P1	1.51	53.27	40.16								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX	PE1ZF	1.32	32.22	17.76	10.46	8.75						
		Physical Collocation - Cageless - DS1 Cross Connects															
					UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	19.26	52.37	38.89								
		Physical Collocation - DS3 Cross-Connect, provisioning															
					UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1ZG	12.32	29.97	16.30	12.03	8.99						
		Physical Collocation - Cageless - DS3 Cross Connects															
					CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
		Physical Collocation - 2-Fiber Cross-Connect															
					CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
		Physical Collocation - Cageless - 2 Fiber Cross Connect															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
		Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ZH	0.0031										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
		Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1ZJ	0.0045										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32	1.40
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade circuits, per circuit.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE12C	0.0475	7.68									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade circuits, per circuit.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per circuit.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per circuit.			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per circuit.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per circuit.			U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE13X	9.32	298.03									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Security															
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
		Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44								
		Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61								
		Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02								
		Physical Collocation - 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									
		CFA															
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
		Cable Records															
		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									
		Virtual to Physical															
		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									
		Entrance Cable															

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80									
		Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10						
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67	1.41
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67	1.41
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56
		Virtual Collocation - 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 foot, per cable			AMTFS	VE1CD	0.0019									
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPS, UEPSR, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66		20.35	10.54	13.32	1.40
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67		20.35	10.54	13.32	1.40
	CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67								
	Cable Records															
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00								

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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									
		Security															
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
		Maintenance															
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
		Entrance Cable															
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																	
		Physical Remote Site Collocation															
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
		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								
		Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent 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									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										

COLLOCATION - Tennessee												Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00
	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									
NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS.....	3
2. LOCAL NUMBER PORTABILITY	4
3. OSS RATES	5
4. LNP IN CONJUNCTION WITH LOCAL SWITCHING.....	5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Covista is utilizing its own switch, Covista shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Covista, BellSouth will provide Covista with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Covista acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Covista may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Covista) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Covista must: (1) indicate that all of the intermediate numbers currently held by Covista in each rate center where Covista will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Covista will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Covista in the rate center where Covista is requesting telephone numbers has reached at least 75%.
 - 1.2.2 The above information will be provided by Covista by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Covista will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Covista to End Users by the total number of intermediate numbers held by Covista in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Covista's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Covista's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the

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

- 1.2.4 Covista agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.
- 1.3 Covista acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that Covista cancel all or a portion of its unassigned intermediate numbers. Covista's consent to BellSouth's request shall not be unreasonably withheld.

2. LOCAL NUMBER PORTABILITY

- 2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.
- 2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
- 2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.
- 2.6 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and Covista shall permit End Users who port a portion of DID numbers to retain DID

service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.

- 2.8 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.11 BellSouth and Covista will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry foras addressing LNP.
- 2.12 Where Covista utilizes BellSouth's LNP Query Service, BellSouth shall bill and Covista shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Covista shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on www.interconnection.bellsouth.com under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

3. OSS RATES

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Exhibit A of Attachment 2.

4. LNP IN CONJUNCTION WITH LOCAL SWITCHING

- 4.1 Where Covista purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.2 When Covista submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. Covista shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. In addition, Covista shall pay to BellSouth the manual service order charges specified

in Exhibit A of Attachment 2 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

- 4.3 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

Attachment 6

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR.	3
2. ACCESS TO OPERATIONS SUPPORT SYSTEMS.....	3
3. MISCELLANEOUS.....	7

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

- 1.1 BellSouth shall provide to Covista nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Covista can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Covista with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Covista and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Covista nondiscriminatory access to its OSS and the necessary information contained therein in order that Covista can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Covista to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Covista's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 Covista agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Covista can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Covista will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change

management process as described in Section 2.6 below. Covista shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Covista shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Covista shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Covista will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Covista's access to customer record information. If a BellSouth audit of Covista's access to customer record information reveals that Covista is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Covista may take corrective action, including but not limited to suspending or terminating Covista's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.3 Ordering. BellSouth will make available to Covista electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Covista will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.3.1 Covista shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Covista an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Covista a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 Covista may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Covista may submit a list of such End Users if Covista provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Covista requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Covista, BellSouth will not assess Covista additional charges beyond the rates and charges specified in this Agreement.
- 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Covista (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Covista for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.4.2 Cancellation Charges. If Covista cancels an LSR for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.4.2.1 Notwithstanding the foregoing, if Covista places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Covista places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the

inaccurate loop makeup information, Covista may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Covista elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Covista, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Exhibit A of Attachment 2 of this Agreement will apply.
- 2.4.4 Order Modification Charges. If Covista modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Covista in accordance with Exhibit A of Attachment 2 of this Agreement.
- 2.5 Maintenance and Repair. BellSouth will make available to Covista electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Covista will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Covista agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.1 If Covista reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Covista for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Covista (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Covista for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide Covista nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

- 2.7 Change Management. BellSouth and Covista agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Covista agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Covista at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.
- 2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.
- 3. MISCELLANEOUS**
- 3.1 Pending Orders. To the extent that Covista submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Covista for clarification. Covista shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Covista does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Covista shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Covista will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Covista to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Covista and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier,

BellSouth may disconnect any network element being used by Covista to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Covista that such a request has been processed but will not be required to notify Covista in advance of such processing.

- 3.2.1 Neither BellSouth nor Covista shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 9 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of Covista elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Covista by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify Covista that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Covista for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Covista to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.4.1 When Covista's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Covista, which has the billing relationship with that End User, and Covista may pass such charge to the End User.

Attachment 7

Billing

TABLE OF CONTENTS

1. PAYMENT AND BILLING ARRANGEMENTS.....	3
2. BILLING DISPUTES.....	9
3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING	10
4. OPTIONAL DAILY USAGE FILE	14
5 ACCESS DAILY USAGE FILE	16
6. Rates for ODUF, ADUF and CMDS.....	19
Rates.....	Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Covista under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
 - 1.1.1 For any service(s) BellSouth receives from Covista, Covista shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Covista's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 BellSouth will bill Covista in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Covista, and Covista will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Covista as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Covista will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or

resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Covista may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Covista.

1.2.1 Company Identifiers. If Covista needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when Covista has already been conducting business utilizing those Company Identifiers, Covista shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of Covista’s End User records and any other changes to BellSouth systems or Covista records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.

1.2.2 Tax Exemption. It is the responsibility of Covista to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Covista entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to Covista will not include those taxes or fees from which Covista is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Covista shall pay all applicable taxes and fees. In the event that Covista believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to Covista its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Covista and at Covista’s sole expense, pursue such refund claim on behalf of Covista, provided that Covista promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Covista. Covista shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Covista to its End Users.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth’s request, Covista shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Covista’s credit

and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Covista's credit and financial condition, BellSouth reserves the right to require Covista to provide BellSouth with a suitable form of security deposit for Covista's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Covista's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Covista's "accounts receivables and proceeds".

- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Covista. Any such security deposit shall in no way release Covista from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Covista to provide a security deposit, Covista shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Covista via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST).
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Covista has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Covista or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Covista and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Covista fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Covista may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Covista's final bill for its account(s).
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Covista as security under this Agreement, Covista shall renew such letter of credit or provide BellSouth with evidence that Covista has obtained a suitable replacement for the letter of credit. If Covista fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such

letter of credit and utilize the cash proceeds as security for Covista account(s). If Covista provides a security deposit or additional security deposit in the form of a surety bond as required herein, Covista shall renew the surety bond or provide BellSouth with evidence that Covista has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Covista fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covista's account(s). If the credit rating of any bonding company that has provided Covista with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Covista that Covista must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Covista fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Covista's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Covista as security hereunder if Covista defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Covista. Covista shall pay invoices by utilizing wire transfer services or automatic clearing house services. Covista shall make payment to BellSouth for all services billed excluding disputed amounts. BellSouth will not become involved in billing disputes that may arise between Covista and Covista's End User.
- 1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Covista's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.

- 1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Covista may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Covista. The procedures for discontinuing service to Covista are as follows:
- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Covista of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Covista that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS

billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Covista if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Covista has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) BellSouth has sent the subject bill(s) to Covista within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
 - i. in paper or CDROM form via the United States Postal Service (USPS),
or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
 - (2) BellSouth has sent the subject bill(s) to Covista, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

- 1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.
- 1.5.7 Covista is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Covista's services have been Discontinued, Covista pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for Covista.
- 1.5.7.1 Termination. If within seven (7) days after Covista's service has been Discontinued and Covista has failed to pay all past due charges as described above, then Covista's service will be Terminated.
- 1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Covista, shall be forwarded to the individual and/or address provided by Covista in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Covista as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Covista to BellSouth's billing organization, the notice of discontinuance of services purchased by Covista under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2. BILLING DISPUTES

- 2.1 Covista shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Covista is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Covista by such sixtieth (60th) day, Covista must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Covista and supported

by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by Covista for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of Covista, any credits and interest due to Covista as a result thereof shall be applied to Covista's account by BellSouth upon resolution of the billing dispute.

3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").
- 3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company

- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to Covista by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.7 Covista shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by BellSouth to Covista on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 Covista must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Covista must request that BellSouth establish a unique hosted RAO code for Covista. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.10 BellSouth will receive messages from Covista that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. Covista shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from Covista.
- 3.12 All data received from Covista that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.13 All data received from Covista that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by Covista and will forward them to Covista on a daily basis for processing.

- 3.15 Transmission of message data between BellSouth and Covista will be distributed via Secure File Transfer Protocol (FTP) mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move Covista to CONNECT:Direct file delivery.
- 3.15.1 If Covista is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and Covista for the purpose of data transmission. Where a dedicated line is required, Covista will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covista will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covista. Additionally, all message toll charges associated with the use of the dial circuit by Covista will be the responsibility of Covista. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Covista end for the purpose of data transmission will be the responsibility of Covista.
- 3.15.2 If Covista utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Covista.
- 3.16 All messages and related data exchanged between BellSouth and Covista will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 Covista will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.18 Should it become necessary for Covista to send data to BellSouth more than sixty (60) days past the message date(s), Covista will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Covista, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from Covista, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify Covista of the error. Covista will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Covista will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 3.21 In association with message distribution service, BellSouth will provide Covista with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.23 Intercompany Settlements Messages
 - 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Covista as a facilities based provider of local exchange telecommunications services.
 - 3.23.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of Covista and will distribute copies of these reports to Covista on a monthly basis.
 - 3.23.3 Through CATS, BellSouth will collect the revenue earned by Covista from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covista. BellSouth will remit the revenue billed by Covista to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Covista. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covista via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.
 - 3.23.4 Through NICS, BellSouth will collect the revenue earned by Covista within the BellSouth territory from another LEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Covista. BellSouth will remit the revenue billed by Covista within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covista via a CABS miscellaneous bill on a monthly basis in arrears.

- 3.23.5 BellSouth and Covista agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from Covista, BellSouth will provide the Optional Daily Usage File (ODUF) Services to Covista pursuant to the terms and conditions set forth in this section.
- 4.2 Covista shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed provides Covista messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that Covista has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for Covista.
- 4.4 Charges for the ODUF Service will appear on Covista's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of Covista will be the responsibility of Covista. If, however, Covista should encounter significant volumes of errored messages that prevent processing by Covista within its systems, BellSouth will work with Covista to determine the source of the errors and the appropriate resolution.
- 4.7 ODUF Specifications
- 4.7.1 ODUF Messages to be Transmitted.
- 4.7.2 The following messages recorded by BellSouth will be transmitted to Covista:
- 4.7.2.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
- 4.7.2.2 Measured local calls
- 4.7.2.3 Directory Assistance messages
- 4.7.2.4 IntraLATA Toll
- 4.7.2.5 WATS and 800 Service
- 4.7.2.6 N11

- 4.7.2.7 Information Service Provider Messages
- 4.7.2.8 Operator Services Messages
- 4.7.2.9 Operator Services Message Attempted Calls
- 4.7.2.10 Credit/Cancel Records
- 4.7.2.11 Usage for Mail Message Service
- 4.7.3 Rated Incollects (messages BellSouth receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.4 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Covista.
- 4.7.5 In the event that Covista detects a duplicate on ODUF they receive from BellSouth, Covista will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.6 ODUF Physical File Characteristics
 - 4.7.6.1 ODUF will be distributed to Covista via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the Covista to CONNECT:Direct file delivery.
 - 4.7.6.2 If the Covista is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Covista for the purpose of data transmission. Where a dedicated line is required, Covista will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covista will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Covista's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covista. Additionally, all message toll charges associated with the use of the dial circuit by Covista will be the responsibility of Covista. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment,

including modems and software, that is required on Covista's end for the purpose of data transmission will be the responsibility of Covista.

- 4.7.6.3 If Covista utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covista.

4.7.7 ODUF Packing Specifications

- 4.7.7.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety nine (99) packs and a minimum of one (1) pack.

- 4.7.7.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covista which BellSouth RAO is sending the message. BellSouth and Covista will use the invoice sequencing to control data exchange. Covista will notify BellSouth of sequence failures identified by Covista and BellSouth will resend the data as appropriate.

- 4.7.8 ODUF Pack Rejection. Covista will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Covista will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Covista by BellSouth.

- 4.7.9 ODUF Control Data. Covista will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Covista's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Covista for reasons stated in the above section.

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

5 ACCESS DAILY USAGE FILE

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

- 5.2 Covista shall furnish all relevant information required by BellSouth for the provision of ADUF Services.
- 5.3 The ADUF provides Covista originating and terminating access and third party messages associated with Wholesale Switch Port Services and Wholesale Local Platform Services that Covista has purchased from BellSouth.
- 5.4 Charges for ADUF Services will appear on Covista's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit.
- 5.5 Messages that error in the billing system of Covista will be the responsibility of Covista. If, however, Covista should encounter significant volumes of errored messages that prevent processing by Covista within its systems, BellSouth will work with Covista to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages to be Transmitted
- 5.6.1 The following messages recorded by BellSouth will be transmitted to Covista:
- 5.6.2 Recorded originating and terminating interstate and intrastate access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.
- 5.6.3 Recorded terminating access records for undetermined jurisdiction access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.
- 5.6.4 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Covista.
- 5.6.5 In the event that Covista detects a duplicate on ADUF they receive from BellSouth, Covista will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.7 ADUF Physical File Characteristics
- 5.7.1 ADUF will be distributed to Covista via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the Covista to CONNECT:Direct file delivery.

- 5.7.2 If the Covista is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Covista for the purpose of data transmission. Where a dedicated line is required, Covista will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covista will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Covista's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covista. Additionally, all message toll charges associated with the use of the dial circuit by Covista will be the responsibility of Covista. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Covista's end for the purpose of data transmission will be the responsibility of Covista.
- 5.7.2.1 If Covista utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Covista.
- 5.7.3 ADUF Packing Specifications
- 5.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 5.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covista which BellSouth RAO is sending the message. BellSouth and Covista will use the invoice sequencing to control data exchange. Covista will notify BellSouth of sequence failures identified by Covista and BellSouth will resend the data as appropriate.
- 5.7.4 ADUF Pack Rejection. Covista will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Covista will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Covista by BellSouth.
- 5.7.5 ADUF Control Data. Covista will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate Covista's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Covista for reasons stated in the above section.

5.7.6 ADUF Testing. Upon request from Covista, BellSouth shall send a test file of generic data to Covista via CONNECT:Direct or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.

6. Rates for ODUF, ADUF and CMDS

6.1 For ODUF, ADUF and CMDS, rates are as set forth in Exhibit A.

CMDS - Alabama												Attachment: 7		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
																</			

CMDS - Florida												Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message																	
	CMDS: Data Transmission (CONNECT:Direct), per message																	
								0.004										
								0.001										

CMDS - Georgia												Attachment: 7		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
																</			

CMDS - Kentucky												Attachment: 7		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
																</			

CMDS - Louisiana											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
CMDS																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message							0.004								
	CMDS: Data Transmission (CONNECT:Direct), per message							0.001								

CMDS - Mississippi											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
CMDS																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message							0.004								
	CMDS: Data Transmission (CONNECT:Direct), per message							0.001								

CMDS - North Carolina											Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS															
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message														
	CMDS: Data Transmission (CONNECT:Direct), per message														
						0.004									
						0.001									

CMDS - South Carolina											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
CMDS																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message							0.004								
	CMDS: Data Transmission (CONNECT:Direct), per message							0.001								

CMDS - Tennessee												Attachment: 7		Exhibit: A										
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
										Rec	Nonrecurring First	Add'l		Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																							
	CMDS: Message Processing, per message									0.004														
	CMDS: Data Transmission (CONNECT:Direct), per message									0.001														

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

Attachment 10

BellSouth Disaster Recovery Plan

CONTENTS

PAGE

1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
3.1	Site Control	3
3.2	Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
5.1	CLEC Outage	5
5.2	BellSouth Outage	5
5.2.1	Loss of Central Office	6
5.2.2	Loss of a Central Office with Serving Wire Center Functions	6
5.2.3	Loss of a Central Office with Tandem Functions	6
5.2.4	Loss of a Facility Hub	7
5.3	Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following website: <http://interconnection.bellsouth.com/products/vertical/tsp.html>. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1. BONA FIDE REQUEST

- 1.1 The Parties agree that Covista is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Covista makes a request of BellSouth to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by Covista and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Covista's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Covista's designated BellSouth Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Covista at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Covista by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified Network Element, interconnection option or service option or confirm that BellSouth will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both

personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified Network Element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the Network Element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Covista's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Covista within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Covista accepts the complex request evaluation fee proposed by BellSouth, Covista shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Covista by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 Covista may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Covista cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex

request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 Covista will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Covista fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Covista's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of Covista's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Covista's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 Covista shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless Covista agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Covista believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 Covista also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Covista to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Covista and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to Covista's designated BellSouth Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Covista at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the request NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Covista by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Covista's requested date.
- 2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend

extraordinary resources to evaluate the NBR, BellSouth shall notify Covista within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Covista accepts the complex request evaluation fee amount proposed by BellSouth, Covista shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

- 2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Covista by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Covista may cancel an NBR at any time. If Covista cancels the request more than ten (10) business days after submitting it, Covista shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 Covista will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Covista fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Covista's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Covista's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.12 Covista shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the

Development Rate, BellSouth will credit Covista's account for the difference.

- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.