

COLLOCATION - South Carolina																
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		1,883.67		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 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	PE1P2		0.0341	12.32	11.83	6.04	5.45				
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.0682	12.42	11.90	6.40	5.74				
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1		1.12	22.08	15.96	6.42	5.80				
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning														

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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		84.68		77.30						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.26		2.77						
	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 - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54						
	Physical Collocation - Fiber 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)														
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
	Virtual collocation - Special Access & UNE,cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					

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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 - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
		Virtual Collocation - 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, UEPS, UEPSR, UEPC2	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 - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.26		2.77							
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									

COLLOCATION - South Carolina												Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
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 "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98								
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48								
		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 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								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.033	33.82	31.92						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.066	33.94	31.95						
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPEX, UEPEX	PE1P1		1.51	53.27	40.16						

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 - DS3 Cross-Connect, provisioning			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 - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, 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 - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, 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
	Security																
		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									

COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
	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 - Fiber 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	1.41
		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)																	
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
		Virtual Collocation - 4-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, UEPEX, UEPDX	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	

COLLOCATION - Tennessee												Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		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, UEPSE, UEPSP, UEPSP, 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									
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
	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									

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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	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	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	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	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	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	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 "I" in Interim column are interim as a result of a Commission order.																

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. Service Order Charges	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 Verizon Ave is utilizing its own switch, Verizon Ave 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 Verizon Ave, BellSouth will provide Verizon Ave with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Verizon Ave acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Verizon Ave may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Verizon Ave) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Verizon Ave must: (1) indicate that all of the intermediate numbers currently held by Verizon Ave in each rate center where Verizon Ave 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 Verizon Ave will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Verizon Ave in the rate center where Verizon Ave is requesting telephone numbers has reached at least seventy-five percent (75%).
 - 1.2.2 The above information will be provided by Verizon Ave 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 Verizon Ave will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Verizon Ave to End Users by the total number of intermediate numbers held by Verizon Ave in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Verizon Ave'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 Verizon

Ave'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 Verizon Ave's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Verizon Ave for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.4 Verizon Ave 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 Verizon Ave 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 Verizon Ave cancel all or a portion of its unassigned intermediate numbers. Verizon Ave's consent to BellSouth's request shall not be unreasonably withheld.

2. Local Number Portability

2.1 The Parties will offer 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 Verizon Ave 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. 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 ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 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 Verizon Ave 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 Verizon Ave utilizes BellSouth's LNP Query Service, BellSouth shall bill and Verizon Ave 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, Verizon Ave shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on BellSouth's Interconnection Web site 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.

3. Service Order Charges

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.

4. LNP In Conjunction with Local Switching

- 4.1 Where Verizon Ave purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.1.1 When Verizon Ave 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. Verizon Ave 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, Verizon Ave shall pay to BellSouth the manual service order charges or electronic service order charges as specified in Exhibit A of Attachment 2 for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

- 4.1.2 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 Verizon Ave nondiscriminatory access to its OSS and the necessary information contained therein in order that Verizon Ave can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Verizon Ave 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. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Verizon Ave and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Verizon Ave nondiscriminatory access to its OSS and the necessary information contained therein in order that Verizon Ave 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 Verizon Ave to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Verizon Ave's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site.

- 2.1.1 Verizon Ave agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site.

2.2 Pre-Ordering

- 2.2.1 BellSouth will provide electronic access to its OSS and the information contained therein in order that Verizon Ave 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. The process by which BellSouth and Verizon Ave 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 2.7 below. Verizon Ave shall provide to BellSouth access to customer

record information, including circuit numbers associated with each telephone number where applicable. Verizon Ave shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Verizon Ave 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.

- 2.2.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Verizon Ave 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 Verizon Ave's access to customer record information. If a BellSouth audit of Verizon Ave's access to customer record information reveals that Verizon Ave is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Verizon Ave may take corrective action, including but not limited to suspending or terminating Verizon Ave's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by Section 7, Proprietary and Confidential Information in General Terms and Conditions.

2.3 Ordering

- 2.3.1 BellSouth will make available to Verizon Ave 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. The process by which BellSouth and Verizon Ave 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.
- 2.3.2 Verizon Ave shall place orders for services by submitting a LSR to BellSouth. BellSouth shall bill Verizon Ave 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 Verizon Ave 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 PON.

- 2.3.2.1 Verizon Ave may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Verizon Ave may submit a list of such End Users if Verizon Ave provides a separate PON for each location on the list. BellSouth will bill an electronic or manual service order charge for each location.
- 2.3.2.2 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.
- 2.3.2.3 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
- 2.4.1 BellSouth shall provision services during its regular working hours. To the extent Verizon Ave 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 intrastate Access Services Tariff, Section E13.2, 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 Verizon Ave, BellSouth will not assess Verizon Ave additional charges beyond the rates and charges specified in this Agreement.
- 2.4.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Verizon Ave (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Verizon Ave 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.
- 2.4.3 Cancellation Charges. If Verizon Ave cancels an LSR for network elements or resold services subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site. In addition, BellSouth reserves the right to assess cancellation charges if Verizon Ave fails to respond within nine (9) business days to a Missed Appointment order notification.

- 2.4.3.1 Notwithstanding the foregoing, if Verizon Ave 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 Verizon Ave 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, Verizon Ave may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Verizon Ave 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.
- 2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Verizon Ave, 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.
- 2.4.5 Order Modification Charges. If Verizon Ave 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 Verizon Ave in accordance with Exhibit A of Attachment 2.
- 2.5 Maintenance and Repair
- 2.5.1 BellSouth will make available to Verizon Ave 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. The process by which BellSouth and Verizon Ave 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 Verizon Ave agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.2 If Verizon Ave reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge Verizon Ave a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. BellSouth, will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

- 2.5.3 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Verizon Ave (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Verizon Ave 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.
- 2.6 Billing. BellSouth will provide Verizon Ave nondiscriminatory access to billing information as specified in Attachment 7.
- 2.7 Change Management. BellSouth and Verizon Ave 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 Verizon Ave agree to comply with the provisions of the documented CCP 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 Verizon Ave at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's 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 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 nonrecurring charges 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 Verizon Ave submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Verizon Ave for clarification. Verizon Ave shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Verizon Ave does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Verizon Ave shall be required to submit a new LSR, with a new PON.

- 3.2 Single Point of Contact. Verizon Ave will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Verizon Ave 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. Verizon Ave and BellSouth shall each execute a blanket LOA 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 Verizon Ave 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 Verizon Ave that such a request has been processed but will not be required to notify Verizon Ave in advance of such processing.
- 3.2.1 Neither BellSouth nor Verizon Ave 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 FOC and LSR rejection/clarification in accordance with the intervals specified in Attachment 9.
- 3.2.3 Use of Facilities. When an End User of Verizon Ave 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 Verizon Ave 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 Verizon Ave 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 nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Verizon Ave for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Verizon Ave 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 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 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 Verizon Ave'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 Verizon Ave, which has the billing relationship with that End User, and Verizon Ave 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 (ODUF)	14
5 Access Daily Usage File (ADUF)	17
6. Rates for ODUF and ADUF	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 Verizon Ave 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 Verizon Ave, Verizon Ave 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 Verizon Ave'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 Verizon Ave 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 Verizon Ave, and Verizon Ave 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 Verizon Ave 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, Verizon Ave will provide the appropriate BellSouth Local Contract Manager responsible for new CLEC activation, 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 OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Verizon Ave may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Verizon Ave.

- 1.2.1 ACNAs. Verizon Ave shall provide BellSouth with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Verizon Ave to order services pursuant to this Agreement and will not be shared by Verizon Ave with another entity.
- 1.2.2 Company Identifiers. If Verizon Ave needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Verizon Ave has already been conducting business utilizing those Company Identifiers, Verizon Ave 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 Verizon Ave's End User records and any other changes to BellSouth systems or Verizon Ave records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.3 Tax Exemption. It is the responsibility of Verizon Ave 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 Verizon Ave entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Verizon Ave will not include those taxes or fees from which Verizon Ave is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Verizon Ave shall pay all applicable taxes and fees. In the event that Verizon Ave 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 Verizon Ave 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 Verizon Ave and at Verizon Ave's sole expense, pursue such refund claim on behalf of Verizon Ave, provided that Verizon Ave 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 Verizon Ave. Verizon Ave shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Verizon Ave to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Verizon Ave shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Verizon Ave's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Verizon Ave's credit and financial condition, BellSouth reserves the right to require Verizon Ave to provide BellSouth with a suitable form of security deposit for Verizon Ave's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Verizon Ave'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 Verizon Ave'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 Verizon Ave. Any such security deposit shall in no way release Verizon Ave from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Verizon Ave to provide a security deposit, Verizon Ave 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 Verizon Ave 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 GSST.
- 1.3.2 Security deposits collected under this Section 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 Verizon Ave 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 Verizon Ave 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, Verizon Ave and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Verizon Ave 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 Verizon Ave 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 Verizon Ave'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 Verizon Ave as security under this Agreement, Verizon Ave shall renew such letter of credit or provide BellSouth with evidence that Verizon Ave has obtained a suitable replacement for the letter of credit. If Verizon Ave 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 Verizon Ave accounts(s). If Verizon Ave provides a security deposit or additional security deposit in the form of a surety bond as required herein, Verizon Ave shall renew the surety bond or provide BellSouth with evidence that Verizon Ave has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Verizon Ave 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 Verizon Ave's account(s). If the credit rating of any bonding company that has provided Verizon Ave with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Verizon Ave that Verizon Ave must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Verizon Ave 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 Verizon Ave'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 Verizon Ave as security hereunder if Verizon Ave 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 Verizon Ave. Verizon Ave shall pay invoices by utilizing wire transfer services or automatic clearing house services. Verizon Ave shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Verizon Ave and Verizon Ave'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 Verizon Ave'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 above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment 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 BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Verizon Ave may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Verizon Ave. The procedures for discontinuing service to Verizon Ave 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 Verizon Ave 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 Verizon Ave 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 above: (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 Verizon Ave 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 above, 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 below.
- 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) Verizon Ave 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 Verizon Ave within seven (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 Verizon Ave, 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 Verizon Ave is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Verizon Ave's services have been Discontinued, Verizon Ave 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 BellSouth's GSST, then BellSouth will reestablish service for Verizon Ave.

1.5.7.1 Termination. If within seven (7) days after Verizon Ave's service has been Discontinued and Verizon Ave has failed to pay all past due charges as described above, then Verizon Ave'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 Verizon Ave, shall be forwarded to the individual and/or address provided by Verizon Ave in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Verizon Ave 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 Verizon Ave to BellSouth's billing organization, the notice of discontinuance of services purchased by Verizon Ave under this Agreement provided for in Section 1.5.4 above shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.

2. Billing Disputes

2.1 Verizon Ave 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 Verizon Ave is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Verizon Ave by such sixtieth (60th) day, Verizon Ave 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 General Terms and Conditions.

- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Verizon Ave 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 Verizon Ave 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 Verizon Ave, any credits and interest due to Verizon Ave as a result thereof shall be applied to Verizon Ave's account by BellSouth upon resolution of the billing dispute.

3. 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 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 NICS is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) 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 Verizon Ave 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 Verizon Ave 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 Verizon Ave on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 Verizon Ave must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Verizon Ave must request that BellSouth establish a unique hosted RAO code for Verizon Ave. 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 Verizon Ave that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. Verizon Ave 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 EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Verizon Ave.

- 3.12 All data received from Verizon Ave 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 Verizon Ave 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 Verizon Ave and will forward them to Verizon Ave on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and Verizon Ave will be distributed via 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 Verizon Ave to CONNECT:Direct file delivery.
- 3.15.1 If Verizon Ave is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and Verizon Ave for the purpose of data transmission. Where a dedicated line is required, Verizon Ave will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Verizon Ave 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 Verizon Ave. Additionally, all message toll charges associated with the use of the dial circuit by Verizon Ave will be the responsibility of Verizon Ave. 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 Verizon Ave end for the purpose of data transmission will be the responsibility of Verizon Ave.
- 3.15.2 If Verizon Ave utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Verizon Ave.
- 3.16 All messages and related data exchanged between BellSouth and Verizon Ave will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 Verizon Ave 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 Verizon Ave to send data to BellSouth more than sixty (60) days past the message date(s), Verizon Ave will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Verizon Ave, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two (2) 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 Verizon Ave, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Verizon Ave of the error. Verizon Ave 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, Verizon Ave 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 Verizon Ave 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 Verizon Ave 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 Verizon Ave and will distribute copies of these reports to Verizon Ave on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by Verizon Ave 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 Verizon Ave. BellSouth will remit the revenue billed by Verizon Ave 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 Verizon Ave. These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to Verizon Ave via a CABS miscellaneous bill on a monthly basis in arrears.

- 3.23.4 Through NICS, BellSouth will collect the revenue earned by Verizon Ave within the BellSouth territory from another LEC also within the BellSouth territory where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Verizon Ave. BellSouth will remit the revenue billed by Verizon Ave 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 (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to Verizon Ave via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.5 BellSouth and Verizon Ave agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.
- 3.24 Rates. Rates for CMDS are as set forth in Exhibit A. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 4. Optional Daily Usage File**
- 4.1 Upon written request from Verizon Ave, BellSouth will provide the ODUF Services to Verizon Ave pursuant to the terms and conditions set forth in this section.
- 4.2 Verizon Ave shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed provides Verizon Ave messages that Verizon Ave has purchased from BellSouth that were carried over the BellSouth network and processed by BellSouth for Verizon Ave.
- 4.4 Charges for the ODUF Service will appear on Verizon Ave's monthly bills for the previous month's usage in arrears.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard ATIS EMI record format.
- 4.6 Messages that error in the billing system of Verizon Ave will be the responsibility of Verizon Ave. If, however, Verizon Ave should encounter significant volumes of errored messages that prevent processing by Verizon Ave within its systems, BellSouth will work with Verizon Ave 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 Verizon Ave:
 - 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; and
 - 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 Verizon Ave.
- 4.7.5 In the event that Verizon Ave detects a duplicate on ODUF they receive from BellSouth, Verizon Ave 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 Verizon Ave via 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 Verizon Ave to CONNECT:Direct file delivery.

- 4.7.6.2 If the Verizon Ave is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Verizon Ave for the purpose of data transmission. Where a dedicated line is required, Verizon Ave will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Verizon Ave 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 Verizon Ave'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 Verizon Ave. Additionally, all message toll charges associated with the use of the dial circuit by Verizon Ave will be the responsibility of Verizon Ave. 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 Verizon Ave's end for the purpose of data transmission will be the responsibility of Verizon Ave.
- 4.7.6.3 If Verizon Ave utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Verizon Ave.
- 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 ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety nine (99) packs and a minimum of one (1) pack.
- 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 Verizon Ave which BellSouth RAO is sending the message. BellSouth and Verizon Ave will use the invoice sequencing to control data exchange. Verizon Ave will notify BellSouth of sequence failures identified by Verizon Ave and BellSouth will resend the data as appropriate.
- 4.7.8 ODUF Pack Rejection. Verizon Ave 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. Verizon Ave will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Verizon Ave by BellSouth.
- 4.7.9 ODUF Control Data. Verizon Ave will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Verizon Ave'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 Verizon Ave for reasons stated in the above section.

- 4.7.10 ODUF Testing. Upon request from Verizon Ave, BellSouth shall send ODUF test files to Verizon Ave. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Verizon Ave set up a production (live) file. The live test may consist of Verizon Ave's employees making test calls for the types of services Verizon Ave requests on ODUF. These test calls are logged by Verizon Ave, 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 (ADUF)

- 5.1 Upon written request from Verizon Ave, BellSouth will provide the ADUF Services to Verizon Ave pursuant to the terms and conditions set forth in this section.
- 5.2 Verizon Ave shall furnish all relevant information required by BellSouth for the provision of ADUF Services.
- 5.3 The ADUF provides Verizon Ave originating and terminating access and third party messages associated with a port that Verizon Ave has purchased from BellSouth.
- 5.4 Charges for ADUF Services will appear on Verizon Ave's monthly bills for the previous month's usage in arrears.
- 5.5 Messages that error in the billing system of Verizon Ave will be the responsibility of Verizon Ave. If, however, Verizon Ave should encounter significant volumes of errored messages that prevent processing by Verizon Ave within its systems, BellSouth will work with Verizon Ave 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 Verizon Ave:
- 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 Verizon Ave.

5.6.5 In the event that Verizon Ave detects a duplicate on ADUF they receive from BellSouth, Verizon Ave 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 Verizon Ave 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 Verizon Ave to CONNECT:Direct file delivery.

5.7.2 If the Verizon Ave is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between BellSouth and Verizon Ave for the purpose of data transmission. Where a dedicated line is required, Verizon Ave will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Verizon Ave 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 Verizon Ave'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 Verizon Ave. Additionally, all message toll charges associated with the use of the dial circuit by Verizon Ave will be the responsibility of Verizon Ave. 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 Verizon Ave's end for the purpose of data transmission will be the responsibility of Verizon Ave.

5.7.2.1 If Verizon Ave utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Verizon Ave.

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 ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 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 Verizon Ave which BellSouth RAO is sending the message. BellSouth and Verizon Ave will use the invoice sequencing to control data exchange. Verizon Ave will notify BellSouth of sequence failures identified by Verizon Ave and BellSouth will resend the data as appropriate.
- 5.7.4 ADUF Pack Rejection. Verizon Ave 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. Verizon Ave will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Verizon Ave by BellSouth.
- 5.7.5 ADUF Control Data. Verizon Ave will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate Verizon Ave'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 Verizon Ave for reasons stated in the above section.
- 5.7.6 ADUF Testing. Upon request from Verizon Ave, BellSouth shall send a test file of generic data to Verizon Ave 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 and ADUF**
- 6.1 The rates for ODUF and ADUF are as set forth in Exhibit A.

DUF & CMDS - Florida												Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.001656									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071									
	ODUF: Message Processing, per message					0.002146									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

DUF & CMDS - Georgia											Attachment: 7 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.001713									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013027									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000068									
	ODUF: Message Processing, per message					0.002167									
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

DUF & CMDS - South Carolina												Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.008061									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000216									
	ODUF: Message Processing, per message					0.004704									
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

DUF & CMDS - Tennessee												Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message					0.001825									
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012147									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000044									
	ODUF: Message Processing, per message					0.002446									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

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 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 FCC 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 BellSouth Interconnection Services Web site: <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 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 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 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 CO 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 CO

When BellSouth loses a CO, 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 CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When BellSouth loses a CO 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/index.html>. Information concerning Mechanized Disaster Reports can also be found at this Web site by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrdocs.html>.

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 Verizon Ave 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 BFR is to be used when Verizon Ave 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 Verizon Ave 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 Verizon Ave's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e., a BFR). The request shall be sent to Verizon Ave'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 Verizon Ave 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 Verizon Ave 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 Verizon Ave'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 Verizon Ave 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 Verizon Ave accepts the complex request evaluation fee proposed by BellSouth, Verizon Ave 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 Verizon Ave by providing a preliminary analysis, consistent with Section 1.4 above.
- 1.7 Verizon Ave may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Verizon Ave 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 Verizon Ave will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Verizon Ave 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 Verizon Ave'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 Verizon Ave'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 Verizon Ave'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 twenty-five percent (25%).
- 1.10 Verizon Ave 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 Verizon Ave agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Verizon Ave 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 General Terms and Conditions.
- 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 Verizon Ave 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. A NBR is to be used by Verizon Ave 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 Verizon Ave 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 Verizon Ave'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 Verizon Ave 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 Verizon Ave 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 Verizon Ave'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

Verizon Ave 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 Verizon Ave accepts the complex request evaluation fee amount proposed by BellSouth, Verizon Ave 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 Verizon Ave by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Verizon Ave may cancel an NBR at any time. If Verizon Ave cancels the request more than ten (10) business days after submitting it, Verizon Ave 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 Verizon Ave will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Verizon Ave 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 Verizon Ave'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 Verizon Ave'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 twenty-five percent (25%).
- 2.12 Verizon Ave 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 Verizon Ave'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.