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Guy M. Hicks

General Counsel

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July 31, 2006

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Filed Electronically in Docket Office on 07/31/06 @ 1:47pm

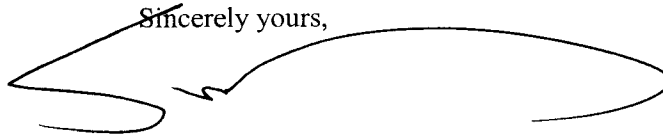
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom of the Mid-South LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06-00195

Dear Chairman Kyle:

Enclosed is the original plus six paper copies and one electronic copy of the executed Interconnection Agreement between BellSouth Telecommunications, Inc. and Time Warner Telecom of the Mid-South LLC dated June 30, 2006 and effective July 30, 2006. The parties request approval of the Interconnection Agreement by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Tina Davis, Vice President and Deputy General Counsel, Time Warner Telecom
Carolyn Marek, Vice President Regulatory, Southeast, Time Warner Telecom

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom of the Mid-South LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TIME WARNER TELECOM OF THE MID-SOUTH LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Time Warner of the Mid-South LLC ("Time Warner") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Time Warner and BellSouth state the following:

1. Time Warner and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Time Warner. A copy of the Agreement is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Time Warner and BellSouth are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Time Warner within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier

not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. Time Warner and BellSouth aver that the Agreement is consistent with the standards for approval.

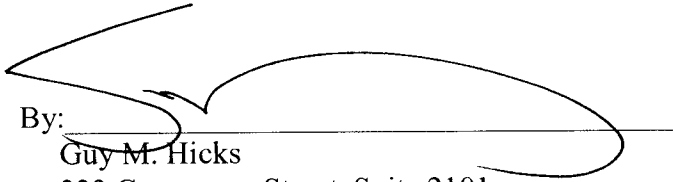
5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Time Warner and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 31st day of July, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

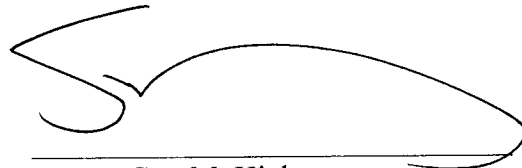
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 31st day of July, 2006.

Tina Davis
Vice President and Deputy General Counsel
Time Warner Telecom
10475 Park Meadow Drive
Littleton, CO 80124

Carolyn Marek
Vice President Regulatory, Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

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Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
Time Warner Telecom of the Mid-South LLC

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Time Warner Telecom of the Mid-South LLC (TWTC), and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or TWTC or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, TWTC is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; TWTC wishes to purchase certain services from BellSouth; and

WHEREAS, Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (“LNP”) pursuant to Sections 251 and 252 of the Act as set forth herein; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and TWTC agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company authorized and certificated by the Commission to provide local exchange service within BellSouth's service area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment unless stated otherwise in the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

- 1.1 TWTC agrees to provide BellSouth in writing TWTC's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent TWTC is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, TWTC may not purchase services hereunder in that state. TWTC will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, TWTC may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
- 1.3 Should TWTC's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the initial term of this Agreement. TWTC shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be five years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 TWTC may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to TWTC. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to TWTC pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties shall continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 In addition to as otherwise set forth in this Agreement, each Party reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited,

unlawful or improper use of its facilities or service, abuse of its facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due, only after notice and thirty (30) days right to cure.

- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact TWTC pursuant to the Notices provision hereof or any other contact information provided by TWTC under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to TWTC pursuant to the Notices section hereof.

3. Nondiscriminatory Access

When TWTC purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to TWTC shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of TWTC shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by TWTC.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for TWTC, or, if applicable under this Agreement, switching, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to TWTC End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for TWTC End Users for the same length of time it maintains such information for its own End Users.

- 4.2 Subpoenas Directed to TWTC. Where BellSouth is providing resold services to TWTC, or, if applicable under this Agreement, switching, then TWTC agrees that in those cases where TWTC receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to TWTC End Users, and where TWTC does not have the requested information, TWTC will advise the law

enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.

- 4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 **Liability and Indemnification**

- 5.1 TWTC Liability. In the event that TWTC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using TWTC's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of TWTC under this Agreement.

- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to TWTC for any act or omission of another entity providing any services to TWTC.

- 5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to TWTC pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to TWTC pursuant to this Agreement.

- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 5.3.2 Neither BellSouth nor TWTC shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment

or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

6 Intellectual Property Rights and Indemnification

- 6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred

by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

6.3 Intellectual Property Remedies

- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will indemnify, defend and hold harmless the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and defend the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

- 6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

- 6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

- 6.3.2.2 obtain a license sufficient to allow such use to continue.
- 6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim. The termination of a particular service under this Section does not relieve the Party of its obligation to provide any other service required under the Act, the regulations thereunder or by the Commission.
- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

7 Proprietary and Confidential Information

- 7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and TWTC, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within thirty (30) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith, or where required by law, regulation, court order or otherwise legally compelled (e.g., by the FCC or a Commission) provided that Recipient provides Discloser with prompt notice of such requirement and cooperates in good faith in ensuring proper confidential protection for such disclosure.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on or tariff surcharge in lieu of income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. If the providing Party fails to bill any tax or fee as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected tax or fee, subject to the back billing provisions but based on the statute of limitations for assessment and collection of such tax or fee against the providing Party, including any extensions thereof. The Providing Party shall be liable for any penalty and interest assessed with respect to such uncollected tax or fee by such authority unless the purchasing Party had instructed the providing Party not to bill such tax or fee, in which case the purchasing Party shall be liable for such tax or fee, penalty and interest. If the purchasing Party fails to pay any such tax or fee properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the tax or fee and penalties and interest.

- 9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense.
- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee where such claim or contest was initiated by the purchasing Party.
- 9.3.5 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. If the providing Party fails to bill any tax or fee as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected tax or fee subject to the back billing provisions but based on the statute of limitations for assessment and collection of such tax or fee against the providing Party, including any extensions thereof. The providing Party shall be liable for any penalty and interest assessed with respect to such uncollected tax or fee by such authority unless the purchasing Party had instructed the providing Party not to bill such tax or fee, in which case the purchasing Party shall be liable for such tax or fee, penalty and interest. If purchasing Party fails to pay any such

tax or fee properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the tax or fee and penalties and interest.

- 9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The purchasing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.4 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee where such claim or contest was initiated by the purchasing Party.
- 9.4.5 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign

capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from any contracted vendor changes requested by TWTC, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to TWTC any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply only to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of the Party to notify the other Party of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, the Party shall provide the other Party with any necessary supporting documentation.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of TWTC or BellSouth to perform any material terms of this Agreement, TWTC or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

13 Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

14 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

16 Non-Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

17 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in

accordance with the laws of the state in which the services are provided without regard to its conflict of laws principles.

18 Assignments and Transfers

- 18.1 Neither Party shall assign or transfer any right, obligation, or duty, or any other interest hereunder, in whole or in part, without first obtaining the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. A proposed assignee or transferee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state as required by applicable state law. Following issuance of the written consent, the Parties shall amend this Agreement to reflect such assignments or transfer and shall work cooperatively to implement any changes required due to such assignment or transfer. All rights, obligations and duties of any Party to this Agreement shall be binding upon and inure to the benefit of all successors in interest and assigns of such Party. No assignment, delegation, or subcontract shall relieve the assignor or transferor of any obligations which accrued prior to an assignment or transfer. Notwithstanding any provision to the contrary in this Section 18, a Party shall not be permitted to assign or transfer this Agreement, in whole or in part, to any other entity unless the assigning or transferring Party (1) pays all undisputed past due and current undisputed amounts outstanding on all bills incurred pursuant to the terms of this Agreement, and the assignee or transferee expressly assumes liability for any amounts disputed pursuant to Section 2.1 of Attachment 7, or (2) the assignee or transferee expressly assumes liability for payment of all such amounts.

19 Notices

- 19.1 With the exception of certain billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by certified US mail postage prepaid, and email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Time Warner Telecom Holdings, Inc.

Tina Davis, Vice President and Deputy General Counsel
Time Warner Telecom
10475 Park Meadow Drive
Littleton, CO 80124
Tina.Davis@twtelecom.com

Carolyn Marek, Vice President Regulatory, Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069
Carolyn.Marek@twtelecom.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 19.2 Unless otherwise provided in this Agreement, notice sent by U.S. mail without a return receipt requested shall be presumed to have been delivered on the fifth day, or if the fifth day is a holiday, Sunday, or other day on which the U.S. Postal Office does not officially deliver mail, then on the next business day after the fifth day, after it was deposited in the mail.
- 19.3 Notwithstanding the above, and subject to 30.2 below, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

20 Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23 Filing of Agreement

This Agreement, and amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as TWTC is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

Each Party shall comply with this Agreement and all effective laws, government regulations applicable to each Parties performance of its obligations under this Agreement at its own expense.

25 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

27 Rates

27.1 The Parties shall pay the charges set forth in this Agreement. In the event that the billing Party is unable to bill the applicable rate for any services provided pursuant to this Agreement, the billing Party reserves the right to back bill the other Party for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement, but not to exceed two years. To the extent a rate element is not established in this Agreement, a Party has the right not to provision such new or additional service until the Agreement is amended to include a rate for such service.

- 27.2 To the extent the Party requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

28 Rate True-Up

- 28.1 This section applies to rates that are expressly ordered in a final and effective order of the Commission as subject to true-up.
- 28.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.
- 28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and TWTC specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30 Entire Agreement

- 30.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and TWTC acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement, unless the terms of this Agreement make performance impossible or increases the liability of or costs to TWTC. Neither Party shall be bound by any definition, condition, provision, representation,

warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

30.2 **Guides**

30.2.1 The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. BellSouth may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to BellSouth's OSS interface Guides as a result of the Change Control Process (CCP), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if TWTC agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to TWTC via the applicable Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes TWTC to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to TWTC until BellSouth and TWTC sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless TWTC fails to inform BellSouth in writing that it does not agree to such change or alteration within forty-five (45) days of notice of such change being given to TWTC for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on TWTC, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, BellSouth will use its best efforts, upon TWTC's request to BellSouth's Interconnection Services (ICS) Web site group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by TWTC.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to TWTC pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to TWTC,

such alteration or amendment described in this Section shall not become effective as to TWTC until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

- 30.3 In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail.

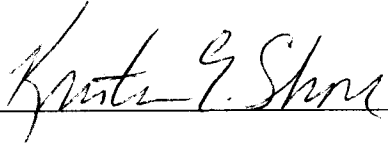
31 Insurance

Each Party will maintain any insurance, self-insurance or bonds with coverages and in amounts as similar telecommunications companies and as to comply with federal and local laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By:



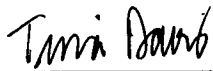
Name: Kristen E. Shore

Title: Director

Date: 6/30/06

Time Warner Telecom of the Mid-South LLC

By: Time Warner Telecom Holdings
Inc., its sole member



Name: Tina Davis

Title: Vice President Deputy General
Counsel

Date: 6/19/06

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to TWTC purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by TWTC for the purposes of resale to TWTC's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as TWTC, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to TWTC for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When TWTC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if TWTC does not resell Lifeline service to any End Users, and if TWTC agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event TWTC resells Lifeline service to any End User in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon TWTC and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service End Users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 TWTC must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 TWTC may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 TWTC must resell services to other End Users.
 - 3.2.2 TWTC cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 TWTC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from TWTC for said services.
- 3.4 TWTC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of TWTC. BellSouth will continue to market directly its own telecommunications products and services according to any applicable state and federal statutes and rules and in doing so may establish independent relationships with End Users of TWTC. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of TWTC or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and TWTC will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or TWTC to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, in accordance with the FCC's Notices of Network Change rules on a non discriminatory basis.
- 3.7 Where BellSouth provides resold services to TWTC, BellSouth will provide TWTC with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. TWTC acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. TWTC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, TWTC shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow TWTC to designate up to 100 intermediate telephone numbers per CLLIC, for TWTC's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. TWTC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan

(NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has reasonable grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to TWTC's End Users, pursuant to Section 4 of the General Terms and Conditions.
- 3.13 If TWTC or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, TWTC has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to TWTC remain the property of BellSouth.
- 3.15 White page directory listings for TWTC End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
 - 3.16.1 TWTC must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which TWTC may submit a Local Service Request (LSR) electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
 - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event TWTC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.16.4 Cancellation OSS Charge. TWTC will incur an OSS charge for an accepted LSR that is later canceled.

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for TWTC per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.

3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.20 In the event TWTC acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to TWTC that Special Assembly at the wholesale discount at TWTC's option. TWTC shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21 BellSouth shall provide 911/E911 for TWTC customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate TWTC customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the TWTC customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22 BellSouth shall bill, and TWTC shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to TWTC, and TWTC shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to TWTC

- 4.1 Resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by TWTC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. TWTC shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by TWTC for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 TWTC may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

- 4.4 If TWTC cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas. BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line

Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

- 4.5.1 When TWTC assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to TWTC.
- 4.5.3 TWTC must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
- 4.5.4 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 TWTC or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 TWTC accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 TWTC will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, TWTC shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill TWTC for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, TWTC will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts

for resold services ("master account"). TWTC is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

- 6.2 TWTC shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that TWTC will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for TWTC's End User.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from TWTC to BellSouth or will accept a request from another CLEC for conversion of the End User's service from TWTC to such other CLEC. Upon completion of the conversion BellSouth will notify TWTC that such conversion has been completed.

7. Discontinuance of Service

- 7.1 The procedures for discontinuing service to an End User are as follows:
 - 7.1.1 BellSouth will deny service to TWTC's End User on behalf of, and at the request of, TWTC. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of TWTC.
 - 7.1.2 At the request of TWTC, BellSouth will disconnect a TWTC End User.
 - 7.1.3 All requests by TWTC for denial or disconnection of an End User for nonpayment must be in writing.
 - 7.1.4 TWTC will be made solely responsible for notifying the End User of the proposed disconnection of the service.
 - 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise TWTC when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by TWTC and/or the End User against any claim, loss or damage arising from providing this information to TWTC. It is the responsibility of TWTC to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8 White Pages Listings

- 8.1 BellSouth shall provide TWTC and its End Users access to white pages directory listings under the following terms:

- 8.1.2 Listings. TWTC shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include TWTC residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between TWTC and BellSouth End Users. TWTC shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.1.3 Unlisted/Non-Published End Users. TWTC will be required to provide to BellSouth the names, addresses and telephone numbers of all TWTC End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 8.1.4 Inclusion of TWTC End Users in Directory Assistance Database. BellSouth will include and maintain TWTC End User listings in BellSouth's Directory Assistance databases. TWTC shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford TWTC's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as TWTC provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to TWTC one (1) basic White Pages directory listing per TWTC End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement.
- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to TWTC End User at no charge or as specified in a separate agreement between TWTC and BellSouth's agent.

- 8.3 Procedures for submitting TWTC Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 TWTC authorizes BellSouth to release all TWTC SLI provided to BellSouth by TWTC to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such TWTC SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to TWTC for BellSouth's receipt of TWTC SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of TWTC's SLI, or costs on an ongoing basis to administer the release of TWTC SLI, TWTC shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of TWTC's SLI, TWTC will be notified. If TWTC does not wish to pay its proportionate share of these reasonable costs, TWTC may instruct BellSouth that it does not wish to release its SLI to independent publishers, and TWTC shall amend this Agreement accordingly. TWTC will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by TWTC under this Agreement. TWTC shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate TWTC listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to TWTC any complaints received by BellSouth relating to the accuracy or quality of TWTC listings.
- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

9. Operator Services (Operator Call Processing and Directory Assistance)

- 9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
 - 9.2.1 Process 0+ and 0- dialed local calls
 - 9.2.2 Process 0+ and 0- intraLATA toll calls.
 - 9.2.3 Process calls that are billed to TWTC End User's calling card that can be validated by BellSouth.
 - 9.2.4 Process person-to-person calls.
 - 9.2.5 Process collect calls.
 - 9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 9.2.7 Process station-to-station calls.
 - 9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 9.2.10 Process operator-assisted directory assistance calls.
 - 9.2.11 Adhere to equal access requirements, providing TWTC local End Users the same IXC access that BellSouth provides its own operator service.
 - 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to TWTC that BellSouth provides for its own operator service.
 - 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
 - 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by TWTC.
 - 9.2.15 Provide call records to TWTC in accordance with ODUF standards.
 - 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service. Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by TWTC's End User. BellSouth shall provide caller-

optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

9.4 Directory Assistance Service Updates. BellSouth shall update End User listings changes daily. These changes include:

9.4.1 New End User connections

9.4.2 End User disconnections

9.4.3 End User address changes

9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

9.4.5 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by TWTC to the BellSouth Tops. The calls are routed to "No Announcement."

10 Branding for Wholesale Operator Call Processing and Directory Assistance

10.1 BellSouth's branding feature provides a definable announcement to TWTC End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows TWTC to have its calls custom branded with TWTC's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.

10.2 BellSouth offers three branding options to TWTC when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

10.3 Upon receipt of the custom branding order from TWTC, the order is considered firm after ten (10) business days. Should TWTC decide to cancel the order, TWTC must provide written notification to TWTC's Local Contract Manager. If TWTC decides to cancel after ten (10) business days from receipt of the custom branding order, TWTC shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), TWTC must contact its account team to initiate the order via the OLNS Branding Order form.

10.4 Branding via Originating Line Number Screening (OLNS). BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, TWTC shall not be required to purchase dedicated trunking.

10.5 BellSouth Branding is the default branding offering.

- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, TWTC must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, TWTC must submit a manual order form which requires, among other things, TWTC's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. TWTC shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon TWTC's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all TWTC End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11. Line Information Database (LIDB)

- 11.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 11.2 Where TWTC is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from TWTC LSR's to populate LIDB with TWTC's End User information BellSouth provides access to information in its LIDB, including TWTC End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for TWTC, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of TWTC data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
- 11.3.1 BellSouth will administer the data provided by TWTC pursuant to this Agreement in the same manner as BellSouth administers its own data.
- 11.3.2 TWTC is responsible for completeness and accuracy of the data being provided to BellSouth.
- 11.3.3 BellSouth shall not be responsible to TWTC for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist.

12. RAO Hosting

12.1 RAO Hosting is not required for resale in the BellSouth region.

13. Optional Daily Usage File (ODUF)

13.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.

13.2 BellSouth will provide ODUF service upon written request.

14. Enhanced Optional Daily Usage File (EODUF)

14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.

14.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Promotions shall be available only for the term set forth in the applicable tariff.																	
4.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

Optional Daily Usage File

1. Upon written request from TWTC, BellSouth will provide the Optional Daily Usage File (ODUF) service to TWTC pursuant to the terms and conditions set forth in this section.
2. TWTC shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides TWTC messages that were carried over the BellSouth network and processed by BellSouth for TWTC.
4. Charges for ODUF will appear on TWTC's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in the billing system of TWTC will be the responsibility of TWTC. If, however, TWTC should encounter significant volumes of error messages that prevent processing by TWTC within its systems, BellSouth will work with TWTC to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to TWTC:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.1.1.2 Measured local calls
 - 6.1.1.3 Directory Assistance messages
 - 6.1.1.4 IntraLATA Toll
 - 6.1.1.5 WATS and 800 Service
 - 6.1.1.6 N11
 - 6.1.1.7 Information Service Provider Messages

- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to TWTC.
- 6.1.4 In the event that TWTC detects a duplicate on ODUF they receive from BellSouth, TWTC will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
 - 6.2.1 ODUF will be distributed to TWTC via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT: Direct file delivery.
 - 6.2.2 If the customer is moved, CONNECT: Direct data circuits (private line or dial-up) will be required between BellSouth and TWTC for the purpose of data transmission. Where a dedicated line is required, TWTC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TWTC 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 TWTC'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 TWTC. Additionally, all message toll charges associated with the use of the dial circuit by TWTC will be the responsibility of TWTC. 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 TWTC end for the purpose of data transmission will be the responsibility of TWTC.

- 6.2.3 If TWTC utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of TWTC.
- 6.3 ODUF Packing Specifications
 - 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TWTC which BellSouth RAO is sending the message. BellSouth and TWTC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TWTC and resend the data as appropriate.
- 6.4 ODUF Pack Rejection
 - 6.4.1 TWTC 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. TWTC will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to TWTC by BellSouth.
- 6.5 ODUF Control Data

TWTC will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate TWTC's receipt of the pack and the 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 TWTC for reasons stated in the above section.
- 6.6 ODUF Testing
 - 6.6.1 Upon request from TWTC, BellSouth shall send ODUF test files to TWTC. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that TWTC set up a production (live) file. The live test may consist of TWTC's employees making test calls for the types of services TWTC requests on ODUF. These test calls are logged by TWTC, 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.

Enhanced Optional Daily Usage File

1. Upon written request from TWTC, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to TWTC pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. TWTC shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on TWTC's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of TWTC will be the responsibility of TWTC. If, however, TWTC should encounter significant volumes of error messages that prevent processing by TWTC within its systems, BellSouth will work with TWTC to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to TWTC:
 - 7.1.1.1 Customer usage data for flat rated local call originating from TWTC's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time
 - 7.1.1.1.5 Conversation Time

- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to TWTC.
- 7.1.3 In the event that TWTC detects a duplicate on EODUF they receive from BellSouth, TWTC will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
 - 7.2.1 EODUF feed will be distributed to TWTC via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among TWTC's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT: Direct file delivery.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and TWTC for the purpose of data transmission. Where a dedicated line is required, TWTC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TWTC 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 TWTC. Additionally, all message toll charges associated with the use of the dial circuit by TWTC will be the responsibility of TWTC. 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 TWTC's end for the purpose of data transmission will be the responsibility of TWTC.

- 7.2.3 If TWTC utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of TWTC.
- 7.3 EODUF Packing Specifications
 - 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TWTC which BellSouth RAO is sending the message. BellSouth and TWTC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TWTC and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Tennessee														Attachment: 1 Exh D				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %						16.00										
		Business %						16.00										
		CSAs %						16.00										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOME C	3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																		
		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									
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message							0.229779									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of DA Custom Branded Announcement							3,000.00									
		Loading of DA Custom Branded Announcement per Switch per OCN							1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of DA per OCN (1 OCN per Order)							420.00	420.00								
		Loading of DA per Switch per OCN							16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of Custom Branded OA Announcement							7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN							500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of OA per OCN (Regional)							1,200.00	1,200.00								

Attachment 2

Network Elements and Other Services

The Parties mutually agreed to eliminate this Attachment in its entirety.

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. General

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

2. Definitions: (For the purpose of this Attachment)

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

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by TWTC.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and TWTC.
- 2.15 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.17 **Local Traffic** is as defined in of this Attachment.
- 2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.19 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.20 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.21 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.22 **Tandem Switching** is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.23 **Transit Traffic** is traffic originating on TWTC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to TWTC's network.

3. Network Interconnection

- 3.1 This Attachment pertains only to the provision of network interconnection where TWTC owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities. With the exception of Transit Traffic, the Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (i.e., one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-Bound Traffic (non-transit). The appropriate rate elements that are subject to their "bill and keep" compensation

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

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

- 3.6.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the TWTC Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.6.3 Upon verbal request by TWTC, BellSouth shall allow TWTC access to the fusion splice point for the Fiber Meet point for maintenance purposes on TWTC's side of the Fiber Meet point.
- 3.6.3.1 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. Interconnection Trunk Group Architectures

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

NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. TWTC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on TWTC's NXX access tandem homing arrangement as specified by TWTC in the LERG.
- 4.4 Any TWTC interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to TWTC from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require TWTC to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement. TWTC shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic, or the portion of Transit Traffic on a multi-use trunk group or facility.
- 4.5 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.6 In cases where TWTC is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.7 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and TWTC's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred and ninety-two (192) trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.8 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. TWTC shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6

of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff or other negotiated agreement, if applicable, if service is requested.

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

- 4.8.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between TWTC and BellSouth. In addition, a separate two-way transit trunk group must be established for TWTC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC exchanges traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to TWTC. However, where TWTC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.
- 4.8.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and TWTC's Transit Traffic are exchanged on a single two-way trunk group between TWTC and BellSouth to provide Intratandem Access to TWTC. This trunk group carries Transit Traffic between TWTC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which TWTC desires to exchange traffic. This trunk group also carries TWTC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to TWTC. However, where TWTC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The Supergroup architecture is illustrated in Exhibit E.
- 4.8.1.5 Multiple Tandem Access Interconnection. Where TWTC does not choose access tandem interconnection at every BellSouth access tandem within a LATA, TWTC must utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA TWTC must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as required. BellSouth will route TWTC's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

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

- 4.8.1.5.1 TWTC may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to TWTC will be delivered to and from IXCs based on TWTC's NXX access tandem homing arrangement as specified by TWTC in the LERG.
- 4.8.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.8.1.5.3 To the extent TWTC does not purchase MTA in a LATA served by multiple access tandems, TWTC must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent TWTC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, TWTC shall pay BellSouth the associated MTA charges.
- 4.8.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows TWTC to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of TWTC-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.8.2.1 When a specified local calling area is served by more than one BellSouth local tandem, TWTC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, TWTC may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. TWTC may deliver Local Traffic and ISP-Bound Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where TWTC does not choose to establish an interconnection trunk group(s). It is TWTC's responsibility to enter its own NPA/NXX local tandem homing

arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to TWTC's codes. Likewise, TWTC shall obtain its routing information from the LERG.

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

- 4.8.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by TWTC to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems. TWTC shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.
- 4.8.4.1 Toll Free Traffic. If TWTC chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all TWTC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.8.4.1.1 TWTC may choose to perform its own Toll Free database queries from its switch. In such cases, TWTC will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, TWTC will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, TWTC will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and TWTC shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, TWTC will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to TWTC's network but that are connected to BellSouth's access tandem.
- 4.8.5 All post-query Toll Free calls for which TWTC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.
- 5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**
- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where TWTC chooses to utilize Signaling System 7

signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the TWTC switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

6. Forecasting for Trunk Provisioning

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

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

6.4 Trunk Utilization

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

6.4.2 For the trunk groups, BellSouth and TWTC shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the BellSouth trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred and eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized trunk(s)

6.4.3 BellSouth's CISC will notify TWTC of any under-utilized trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated TWTC interface. TWTC will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which TWTC expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with TWTC to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, TWTC will issue disconnect orders to BellSouth. The due date of these orders will be four (4) weeks after TWTC was first notified in writing of the underutilization of the trunk groups.

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

7. Local Dialing Parity

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

8. Interconnection Compensation

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

- 8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party in a LATA and terminated to an end user of the other Party within the same LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 8.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.3 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one exchange to an ISP server or modem in the same LATA. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 8.1.4 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and TWTC agree to the rebuttable presumption that all combined circuit switched Local and ISPbound Traffic delivered to BellSouth or TWTC that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISPbound traffic for compensation purposes. BellSouth and TWTC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or TWTC that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 8.1.5 The Parties will compensate each other for the transport and termination of Local Traffic and ISP-bound Traffic as follows:
- In the states of Florida, North Carolina, and Tennessee, the Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit

A. TWTC is entitled to reciprocal compensation for tandem switching in the above states, since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch. The Parties will compensate each other for the transport and termination of ISP-bound traffic at the composite rates set forth in Exhibit A to this Attachment, subject to the terms and conditions set forth in Section 7.1.5.1.1 below.

- 8.1.5.1 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-Bound Traffic for which one Party may bill the other shall be capped as follows:
- 8.1.5.2 For ISP-bound Traffic exchanged during the year 2002, compensation at the rates set forth in Exhibit A of this Agreement shall be billed by the terminating Party to the originating Party on ISP-Bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP-Bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a twenty percent growth factor.
- 8.1.5.3 For ISP-Bound Traffic exchanged during the year 2003 and beyond, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-Bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.
- 8.1.5.4 Any ISP-Bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.
- 8.1.5.5 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit A of this Agreement. In the states of Georgia and South Carolina TWTC is entitled to reciprocal compensation for tandem switching, since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch. Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-Bound Traffic.
- 8.1.6 For all states, the elemental rates set forth in Exhibit A of this Agreement shall apply throughout the term of this Agreement for Multiple Tandem Access, as described in Section 4.8.1.5 above, and Transit Traffic, as described in Section 8.12 below.
- 8.1.7 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.

- 8.1.8 Neither Party shall knowingly represent their originated Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.
- 8.2 If a Party assigns NPA/NXXs to a specific rate center within the LATA and assigns numbers from those NPA/NXXs to its End Users physically located outside of that LATA, the other Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to the first Party's customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, each Party agrees to identify such interLATA traffic to the other Party and to compensate the other Party for originating and transporting such interLATA traffic at the terminating Party's switched access tariff rates as filed and effective with the Commission or non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 8.3 If the originating Party does not identify such interLATA traffic to the other Party, the Party receiving the traffic will determine which whole NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in the terminating Party's Access Service Tariff as filed and effective with the Commission or non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Both Parties agree to make the appropriate billing adjustments if the other Party can provide sufficient information to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.4 Jurisdictional Reporting
- 8.4.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be in accordance with standard industry OBF MECAB Guidelines, as amended from time to time and BellSouth's Jurisdictional Factors Reporting Guide as set forth in Exhibit F of this Attachment.
- 8.4.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following

month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 8.4.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations shall be in accordance with standard industry OBF MECAB Guidelines, as amended from time to time and BellSouth's Jurisdictional Factors Reporting Guide as set forth in Exhibit F of this Attachment. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September.
- 8.5 Notwithstanding the provisions in Section 8.4.1, 8.4.2, and 8.4.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least fifteen (15) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.
- 8.6 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and TWTC shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 8.7 Compensation for 8XX Traffic. BellSouth will charge the appropriate switched access charges as set forth in the BellSouth intrastate Access Services Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Services (WATS) or Plain Old Telephone Service (POTS)

number. TWTC will pay BellSouth the database query charge as set forth in the BellSouth Intrastate Access Services Tariff. TWTC will be responsible for any applicable Common Channel Signaling (SS7).

- 8.7.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The providing Party shall be entitled to bill the receiving Party a records provisioning charge of \$0.025 for the provisioning of records necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format. These messages will only be those created by the billing Parties end user.
- 8.7.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to TWTC requires interconnection from TWTC to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. TWTC shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that TWTC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 8.8 Mutual Provision of Switched Access Service
- Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, shall be considered Switched Access Traffic. Any traffic that utilizes Switched Access services, even if originated and terminated within the same LATA, shall be billed out of the Switched Access Tariff as filed and effective with the Commission or non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Irrespective of transport protocol method used, a call which originated in one LATA and terminates in another LATA (i.e., the end to end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call shall be considered Switched Access Traffic.
- 8.9 The Parties agree that phone-to-phone calls that, originate and terminate in time division multiplexing format (TDM) format - in different LATAs, and are transported using Internet protocol (VOIP Transmission or IP in the middle) between those points, do not constitute Local Traffic or ISP-bound Traffic, but

constitute Switched Access Traffic subject to applicable and effective intrastate or interstate switched access tariff charges.

- 8.9.1 If a BellSouth End User chooses TWTC as their presubscribed interexchange carrier, or if a BellSouth End User uses TWTC as an interexchange carrier on a 101XXXX basis, BellSouth will charge TWTC the appropriate BellSouth tariff charges for originating switched access services.
- 8.10 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web posted listing if the FCC or Commission does not require filing of a tariff.
- 8.10.1 When TWTC's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by TWTC as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.10.1.1 When TWTC's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to TWTC, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.10.2 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.10.3 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.10.4 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within one hundred and twenty (120) days of the usage date.

- 8.10.5 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits, which might occur subsequent to the execution of this Agreement and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings.
- 8.11 The Parties hereby agree not to knowingly deliver their originated Switched Access Traffic to the other Party for termination except over the appropriate Ordered Switched Access trunks and facilities.
- 8.12 Transit Traffic. BellSouth shall provide tandem switching and transport services for TWTC's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between TWTC and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between TWTC and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 8.12.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that TWTC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to TWTC. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, TWTC shall reimburse BellSouth for such charges or costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 9. Ordering Charges**
- 9.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.

- 9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10. Basic 911 and E911 Interconnection

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

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

- 10.3 E911 Interconnection. TWTC shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, TWTC shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. TWTC will be required to provide BellSouth daily updates to the E911 database. TWTC will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, TWTC will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. TWTC shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.4 Trunks and facilities for 911 Interconnection may be ordered by TWTC from BellSouth pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.

- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

11. SS7 Network Interconnection

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

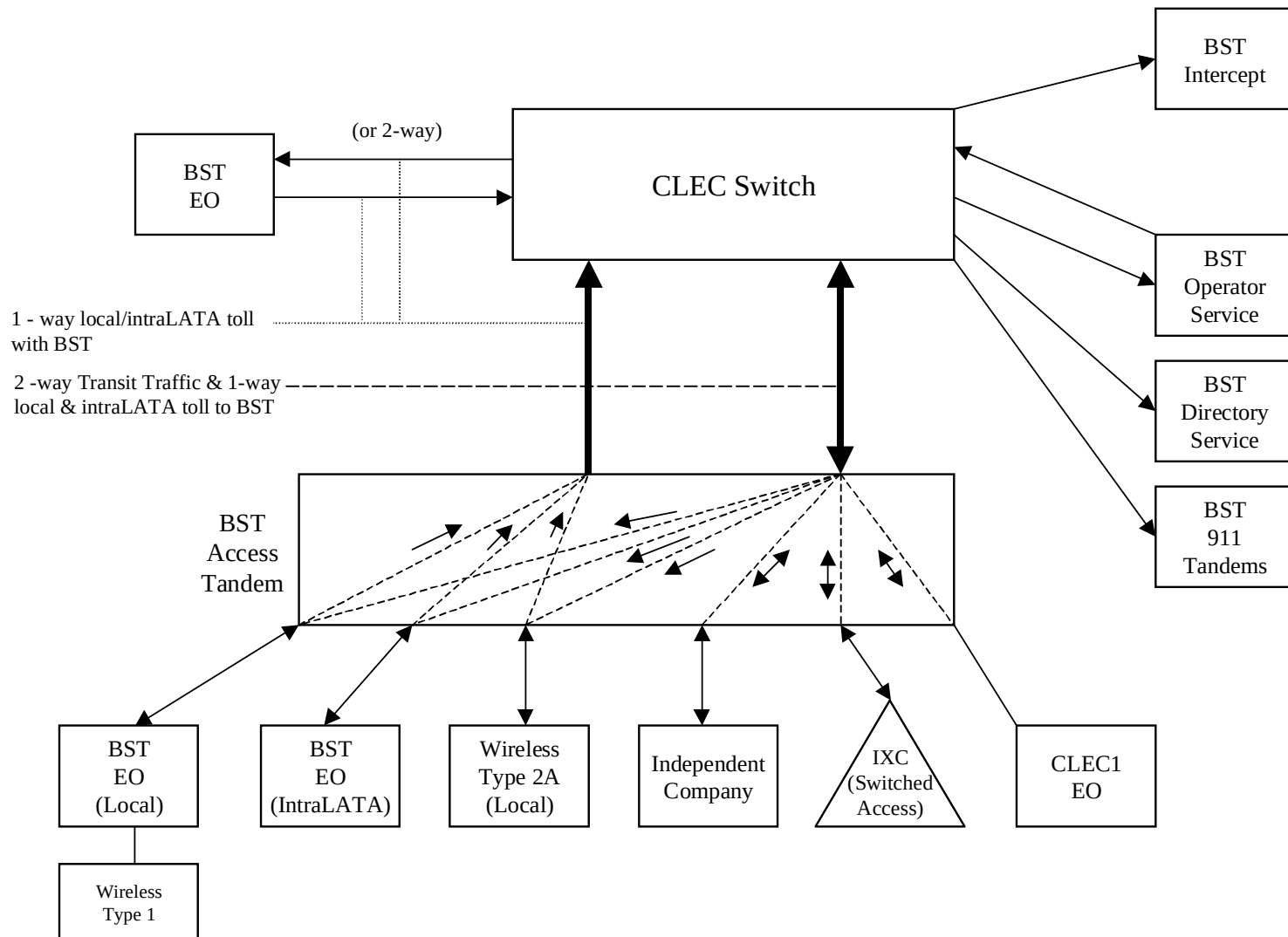
TWTC local signaling transfer point switches and BellSouth or other third-party local switch.

- 11.3.3 SS7 Network Interconnection shall provide:
 - 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a TWTC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of TWTC local STPs and shall not include SCCP Subsystem Management of the destination.
- 11.3.5 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect TWTC or TWTC-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.4.1 A-link interface from TWTC local or tandem switching systems; and
 - 11.4.2 B-link interface from TWTC STPs.
 - 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

- 11.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 11.4.6 BellSouth shall set message screening parameters to accept messages from TWTC local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TWTC switching system has a valid signaling relationship.

Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C

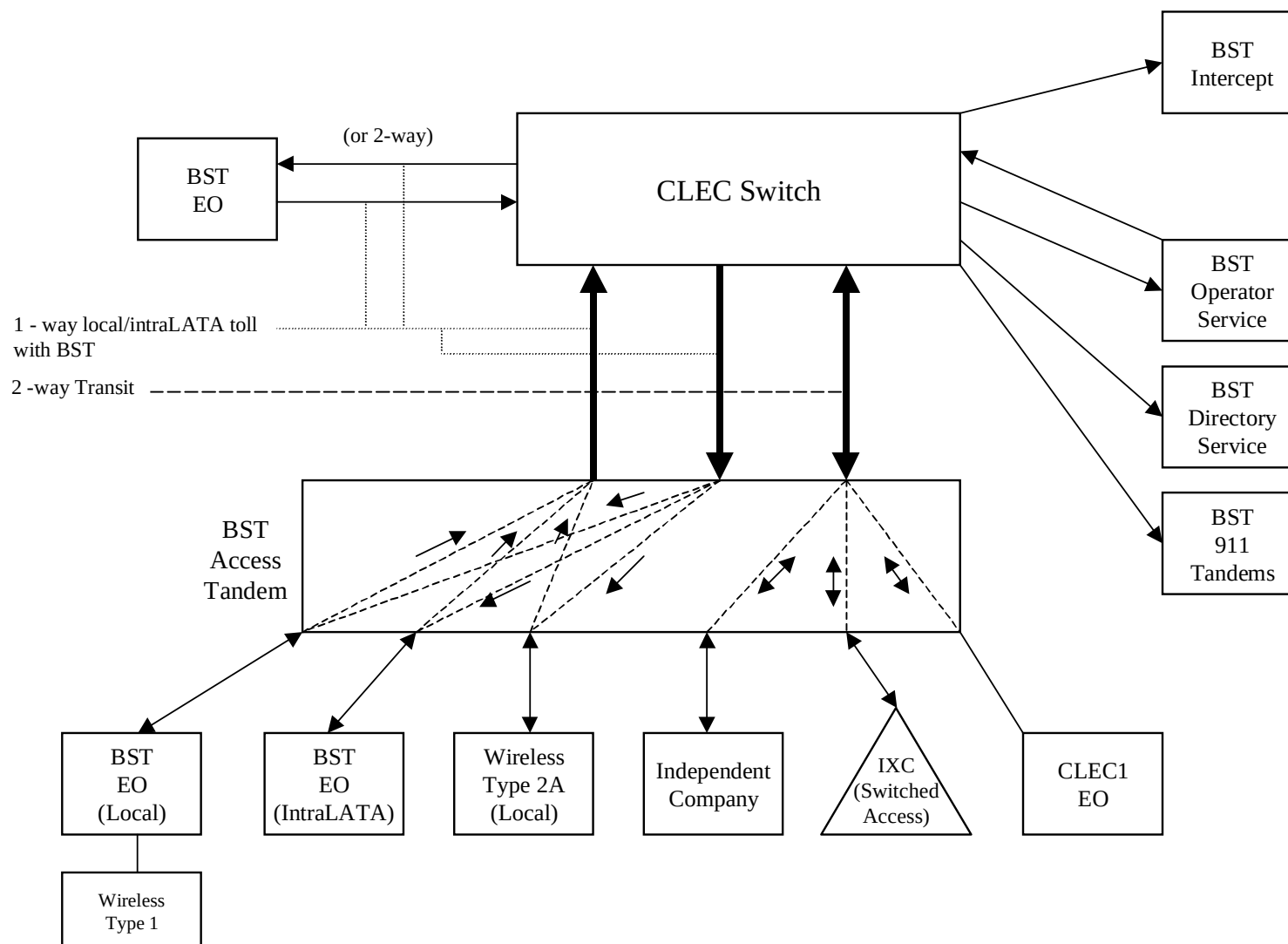


Exhibit D

Two-Way Architecture

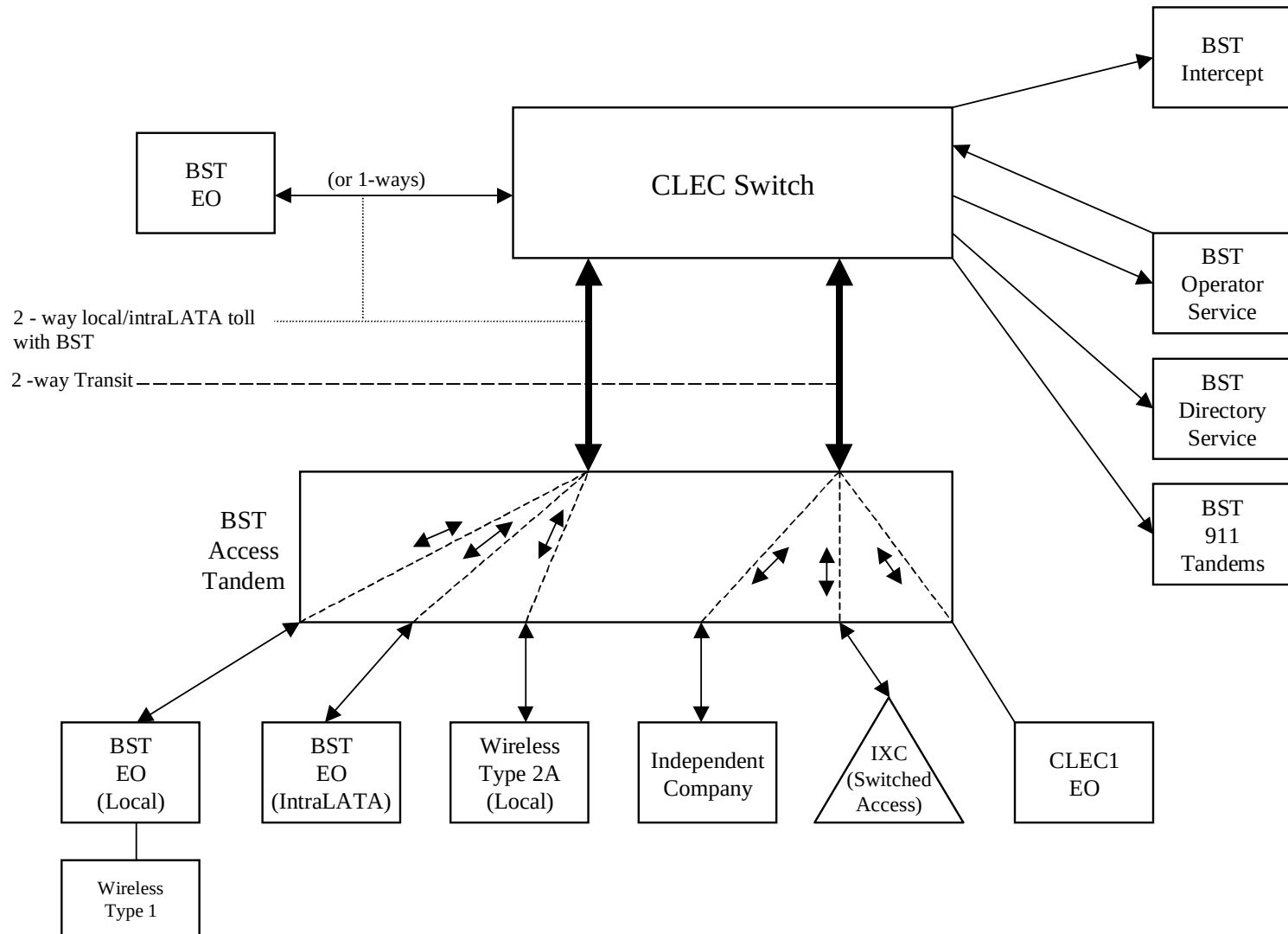
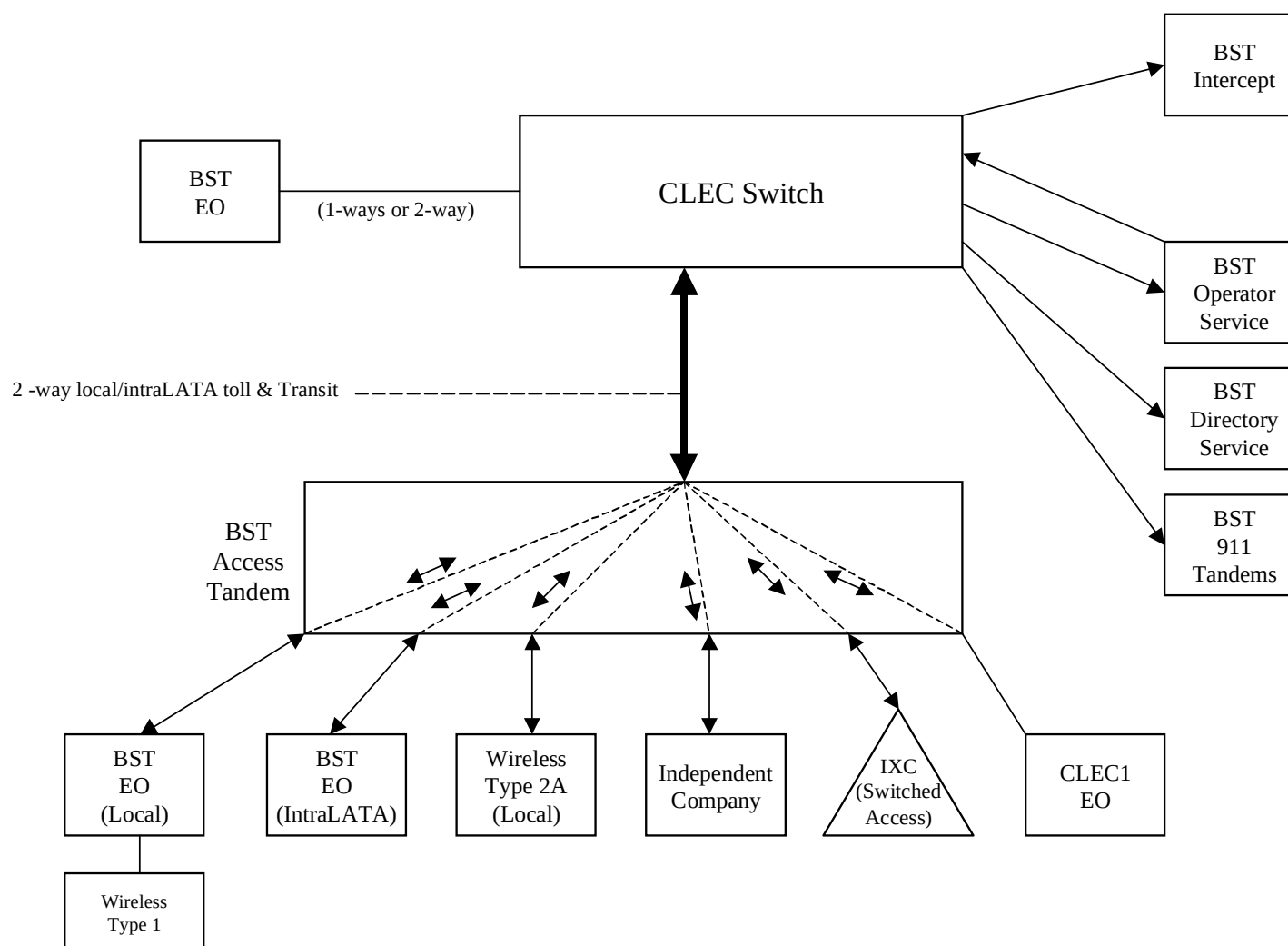


Exhibit E

Supergroup Architecture





BellSouth Jurisdictional Factors Reporting Guide

Issue 6.0

May 8, 2006

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Revisions

Issue 1.0

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

Issue 2.0

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

Issue 3.0

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

Issue 4.0

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

Issue 5.0

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

Issue 6.0

Revisions to the entire document to clarify and simplify the reporting process. Added section 4.9, BellSouth Common Line (PCL)

BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Switched Access and Local Interconnection Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the various jurisdictional factors related to Switched Access and Local Interconnection Services.

NOTE: This guide does not apply to BellSouth Special Access Services.

In general, Interstate factors are required for Switched Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report Local factors in addition to Interstate factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for Local Factors shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Switched Access and Local Interconnection Services. These are the Interstate, Intrastate and the Local jurisdictions. The jurisdiction is determined based upon the physical locations of the origination and termination points of the call.

- A call that originates in a different state than the terminating location or called party shall be designated as interstate traffic, unless the path is within an approved Local Calling area which crosses state boundaries
- A call that originates from a location that is in the same state as the terminating physical location or called party shall be designated as an intrastate call, unless the call is within a defined Local Calling area
- A call that originates and terminates within the same local calling area as specified in the applicable contract or tariff is designated as local traffic.

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

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

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are projections of the percentages of use of switched access and interconnection services for billing purposes based on examination of carrier-specific traffic for a recent period. Carriers shall provide factors to BellSouth with the first request for each service in each state and are updated quarterly based upon the most recent three months of data or other mutually-agreed period. Carriers shall report factors to BellSouth for the initial request via *RF-3995 Jurisdictional Factor Report* that is located at http://www.interconnection.bellsouth.com/tools_forms_and_reports/forms/index.html, BellSouth Web forms – Main Page.

Carriers shall report quarterly updates using the same form as noted above. If BellSouth does not receive quarterly updates on a factor, BellSouth will assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor.

In cases where sufficient data is available, then BellSouth will determine the factors to be utilized for billing. In such cases, subsequent quarterly updates from the customer for factors already determined by BellSouth will not be used.

3.2. **PIU - Percent Interstate Use**

This factor is the percentage of use that is interstate. Depending on the specific Switched Access or Local Interconnection service involved, the actual “factor” to be reported may vary. See Section 4 for more details.

It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

The PIU factor is calculated as follows, with “use” being defined based on the type of factor being reported:

$$\frac{\text{Total Interstate Use}}{\text{Total Use}}$$

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

3.3. **PLU – Percent Local Use**

This factor is the percentage of intrastate use that is local. Depending on the specific Switched Access or Local Interconnection service involved, the actual “factor” to be reported may vary. See Section 4 for more details.

It is incumbent upon the CLEC that is billed for local interconnection to the BellSouth Network to report PLU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

The PLU factor is calculated as follows, with “use” being defined based on the type of factor being reported:

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

Alternatively, the PLU factor can be calculated using the following calculation:

$$\frac{\text{Total Local Use}}{\text{Total Use times } (1 - \text{Total Percent Interstate Use})}$$

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

4.0 Service Reporting Requirements

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

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

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

$$\frac{\text{Total Interstate Originate/Terminate/Transit FG-A usage}}{\text{Total Originate/Terminate/Transit FG-A usage}}$$

4.2. BellSouth SWA Feature Group B (FGB) PIU (PIUB)

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

$$\frac{\text{Total Interstate Originate/Terminate/Transit FG-B usage}}{\text{Total Originate/Terminate/Transit FG-B usage}}$$

4.3. **BellSouth SWA Feature Group D (FGD) (TPIU)**

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of BellSouth-originated FGD traffic (“originating usage”) per its own billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location.

The usage terminating to BellSouth from an interconnected carrier is apportioned between the intrastate and interstate jurisdictions per a Terminating Percent Interstate Usage (“TPIU”) factor. All terminating Switched Access FGD, all terminating Local Interconnection traffic and all usage delivered to the BellSouth network and passed through the BellSouth Network to connecting carriers shall be considered in the determination of the TPIU with the exception of “terminating party pays” usage (e.g. 800 terminating traffic) and is calculated as follows:

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

The TPIU should be reported via the *RF-3995 Jurisdictional Factor Report* with the initial request for service, and on a quarterly basis (see:http://www.interconnection.bellsouth.com/tools_forms_and_reports/forms/index.html , BellSouth web forms – main page). A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported for each state in which a carrier operates and shall provide separate state-specific factors for each Access Carrier Name Abbreviation (ACNA).

A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

When sufficient data is available, then BellSouth will determine the factors to be utilized for billing. Quarterly updates from the customer for factors already determined by BellSouth will not be used.

4.4. BellSouth Local Interconnection PLU

The percent of terminating usage to be billed per the Local Interconnection contracts is determined by the PLU factor. Reporting of this factor is required by Facility Based CLECs and IXC's who exchange local traffic with BellSouth.

The PLU reported via the *RF-3995 Jurisdictional Factor Report for the initial request for service* will be used to apportion the percent of intrastate terminating usage to be billed as local
(see: http://www.interconnection.bellsouth.com/tools_forms_and_reports/forms/index.html , BellSouth web forms – main page). Quarterly updates for this local transport factor should also be made under PLU, via the *RF-3995 Jurisdictional Factor Report*.

This factor is the percentage of intrastate terminating usage that is categorized as Local Traffic as such term is defined in the Local Interconnection Agreement. For purposes of this guide, the total intrastate usage includes all local usage and non-local usage within a state. The local jurisdiction is applicable to carriers that are terminating local traffic from their network to the BellSouth network.

CLECs that utilize BellSouth switching i.e. Resale and/or Wholesale Local Platform (WLP) to provision local services are not required to report PLU factors. Interexchange Carriers that do not originate or terminate local traffic are not required to report PLU factors.

“Terminating party pays” usage (e.g. 800 terminating traffic) shall be excluded from the PLU calculations. PLU is calculated as follows:

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

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

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

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

4.5. BellSouth SWA 500 Service PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 Service MOUs to apportion the usage between intrastate and interstate jurisdiction. This factor represents the percentage of originating 500 minutes that are interstate jurisdiction, and should be calculated as follows:

$$\frac{\text{Total Interstate Originating 500 MOUs}}{\text{Total Originating 500 MOUs}}$$

4.6. BellSouth SWA 700 Service PIU (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 Service MOUs to apportion the usage between intrastate and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction, and should be calculated as follows:

$$\frac{\text{Total Interstate Originating 700 MOUs}}{\text{Total Originating 700 MOUs}}$$

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

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX Service MOUs and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction, and should be calculated as follows:

$$\frac{\text{Total Interstate Originating 8XX MOUs}}{\text{Total Originating 8XX MOUs}}$$

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 Service MOUs to apportion the usage between the intrastate and interstate jurisdiction.

This factor represents the percentage of originating 900 minutes that are interstate jurisdiction, and should be calculated as follows:

$$\frac{\text{Total Interstate Originating 900 MOUs}}{\text{Total Originating 900 MOUs}}$$

4.9. BellSouth Percent Common Line (PCL)

A Carrier Common Line charge may apply for minutes which originate from or terminate to a BellSouth End-User. This factor is used to define the percentage of originating 700, 8XX or 900 usage which terminates in a BellSouth SWA service that is already assessed a Carrier Common Line charge. This factor should be reported per jurisdiction per service (interstate and intrastate) to define how much of the originating 700, 8XX, or 900 usage should be billed at the “originating CCL” rate. Otherwise, all originating 700, 8XX, 900 usage will be billed at the “terminating CCL” rate.

The ZPI7, ZPI8 and ZPI9 factors referenced in sections 4.6, 4.7 and 4.8 apportion the usage between interstate and intrastate jurisdictions. The PCL defines how much of the usage in each jurisdiction should be billed at the originating CCL rate.

4.10. BellSouth SWA Transport Percent Interstate Use – Entrance Facility (“PIUE”)

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

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

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

The utilization of these transport services is considered in combination to determine the PIUE factor. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be

considered when determining the PIUE factor including all originating and terminating usage, and should be calculated as follows:

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

The initial order for service carries the Switched Access transport factor in the PIU field on the ASR. The PIUE for the initial request shall also be reported via *RF-3995 Jurisdictional Factor Report* (see: http://www.interconnection.bellsouth.com/tools_forms_and_reports/forms/index.html, BellSouth web forms – main page). Quarterly updates for this local transport factor should be made under PIUE, via the *RF-3995 Jurisdictional Factor Report*.

4.11. BellSouth Local Interconnection Transport PLF

Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. In addition, IXC's that also function as CLECs and utilize Switched Dedicated Transport and/or Local Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF.

The initial order for service carries the local transport factor in the PLU field on the ASR from which installation charges are billed. The PLF for the initial request must be reported via *RF-3995 Jurisdictional Factor Report* (see: http://www.interconnection.bellsouth.com/tools_forms_and_reports/forms/index.html; BellSouth web forms – main page). Quarterly updates for this local transport factor should be made under PLF, via the *RF-3995 Jurisdictional Factor Report*.

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat-rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the intrastate use of these services that is jurisdictionally local.

As with PIU factors for non-usage sensitive billed services, the total use of these services is considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by

BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

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

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

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

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

4.12 BellSouth CCS7 Access Arrangement

4.12a. BellSouth CCS7 Access Arrangement Interstate Use - SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to generate the SPIU on its signaling with BellSouth and then report this factor in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then a SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage-based services. The billed minutes that are jurisdictionally **interstate** as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU. The calculation would be made based on:

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

4.12b. BellSouth CCS7 Access Arrangement Local Use - SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to generate the SPLU on its signaling with BellSouth and then report this factor in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then a SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally **local** as a percentage of the total **intrastate** billed minutes shall be reported as the CCS7 Access SPLU. The calculation would be made based on:

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

Or alternatively:

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

Where the customer is a “Third Party Provider” of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider’s “Third Party Customer’s” end user traffic.

4.13. BellSouth Line Information Data Base Service (LIDB)

NOTE: This service is first apportioned between the Local and non-Local use. This is an exception to the way other services are defined for jurisdictional allocation.

There are two factors reported for LIDB service, a PIU factor and a Percent CLEC LIDB Usage (PCLU) factor. The PCLU, if applicable, defines the percentage of the total LIDB use that is jurisdictionally local. The remaining use is then apportioned between Interstate and Intrastate based on the PIU factor provided for this service.

The basic formula for the PCLU calculation is as follows:

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

After the PCLU is determined, the LIDB PIU shall be determined. After the carrier subtracts the number of local queries from the total LIDB queries, the carrier determines the percentage of queries that are jurisdictionally interstate). The formula for the LIDB PIU is as follows:

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

(Total Number of Queries) – (Number of Local Queries)

5.0 Report Process

The following summarizes the major steps that should be undertaken by the customer to develop and report jurisdictional factors:

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

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than thirty (30) days after the first day in each of these months. These factors shall represent the actual use for the three (3) previous months ending on the last day of December, March, June and September respectively. These factors will be applied to the next quarter's billing. These updates shall be provided in writing by letter or electronic mail, the preferred option, and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 215
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report*

BellSouth will notify the carrier, by letter or email, when BellSouth has sufficient information to calculate a specific jurisdictional factor type. That notification will include the type, factors to be used, and the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific quarterly factor updates.

In the event the customer does not provide a projected jurisdictional factor(s), BellSouth will assume percentages to be the same as those percentages provided in the last quarterly report. In cases where an audit may have been conducted and an updated quarterly report has not been submitted subsequent to the audit, BellSouth will assume the factors to be the most recent audited results. For those cases where a quarterly report has never been received and an audit has not been performed, the default value as found in the Jurisdictional Report Requirements section of the tariffs will be used.

7.0 Audits

7.1. Audit Request

BellSouth has the option per its access tariffs or interconnection agreements, as applicable, to initiate an independent, third party audit of the carrier's factors and the process utilized in the development of these factors.

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

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

Call detail records from which the factor can be ascertained shall be retained for a minimum of six (6) months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within thirty (30) days of the notice, the carrier shall be in violation of the tariff or the interconnection agreement unless otherwise noted by the interconnection agreement. BellSouth will not submit more than one (1) audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter in which the audit was completed, the quarter prior to the audit, and the two (2) quarters following the completion of the audit. If the audited factor has a variance of twenty per cent (20%) or more from the reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two (2) quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor deviates more than five per cent (5%) or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit which shall not be considered the audit for that calendar year.

The carrier may contest the audit within thirty (30) days from the date the audit report has been furnished to the carrier. It is assumed that the audit report is accurate and the audit results shall be applied as previously discussed.

8.0 Ordering

Failure to provide the appropriate factors with the initial request may result in a delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor will be used. As stated in Section 3.1 preceding, jurisdictional factors shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report*.

LOCAL INTERCONNECTION - Tennessee															Att: 3 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 First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	OSS Rates(\$)			
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
	NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
	ISP-BOUND TRAFFIC																			
	ISP-bound, per MOU								0.0007											
	END OFFICE SWITCHING																			
	End Office Switching Function, Per MOU								0.0008041											
	TANDEM SWITCHING																			
	Tandem Switching Function Per MOU								0.0009778											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)								0.0009778											
	Tandem Intermediary Charge, per MOU*								0.0025											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
	TRUNK CHARGE																			
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.59bk	8.09bk									
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.59bk	8.09bk									
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
	COMMON TRANSPORT (Shared)																			
	Common Transport - Per Mile, Per MOU								0.0000064											
	Common Transport - Facilities Termination Per MOU								0.0003871											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0174bk											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.58bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0174bk											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0174bk											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.98bk	55.39bk	17.37bk	27.96bk	3.51bk							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3562bk											
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.86bk	112.40bk	76.27bk	19.55bk	14.99bk							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.34bk											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	848.99bk	395.29bk	176.56bk	109.04bk	105.91bk							
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.29bk	199.33bk	24.16bk	54.81bk	4.80bk							
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.18bk	201.53bk	24.83bk	55.52bk	5.51bk							
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	32.25bk	277.35bk	233.26bk	33.18bk	22.30bk							
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	611.30bk	595.37bk	304.5bk	215.82bk	151.15bk							
LOCAL INTERCONNECTION MID-SPAN MEET																				
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																				
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	80.77bk	141.87bk	77.11bk	14.51bk	13.46bk							
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	222.98bk	308.03bk	108.47bk	44.47bk	42.62bk							
	DS3 Interface Unit (DS1 COC) per month						OH1, OH1MS	SATCO	17.58bk	6.07bk	4.66bk									
SIGNALING (CCS7)																				
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
	CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	138.41											
	CCS7 Signaling Usage, Per TCAP Message								0.0000916bk											
	CCS7 Signaling Connection, Per DS1 level link (A link)						UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00	

LOCAL INTERCONNECTION - Tennessee													Att: 3 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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)			
														SOMECH	SOMAN	SOMAN	SOMAN
							UDB	TPP9A	17.84	130.84	130.84					20.35	0.00
							UDB	TPP6B	17.84	130.84	130.84					20.35	0.00
							UDB	TPP9B	17.84	130.84	130.84					20.35	0.00
									0.0000373bk								
							UDB	STU56	352.3bk								
							UDB	CCAPO		121.77	121.77					20.35	0.00
							UDB	TPP6X	17.84	130.84	130.84					20.35	0.00
							UDB	TPP9X	17.84	130.84	130.84					20.35	0.00
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

Attachment 4

Central Office Collocation

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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

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

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

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

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

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

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

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

2. Optional Space Availability Report

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

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow TWTC to collocate TWTC's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow TWTC to have direct access to TWTC's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where TWTC's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TWTC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At TWTC's option and expense, TWTC will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, TWTC and TWTC's BellSouth Certified Supplier must comply with the more stringent local building code requirements. TWTC's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at TWTC's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for TWTC's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. TWTC's BellSouth Certified Supplier shall bill TWTC directly for all work performed for TWTC. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TWTC's BellSouth Certified Supplier. TWTC must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access TWTC's locked enclosure prior to notifying TWTC at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to TWTC's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for TWTC.
- 3.2.1 In the event TWTC's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review TWTC's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify TWTC of its desire to conduct this review in BellSouth's Application Response, as defined herein, to TWTC's Initial Application. If TWTC's Initial Application does not indicate its desire to construct its own enclosure and TWTC subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then TWTC will resubmit its Initial Application, indicating its desire to construct its own enclosure. If TWTC subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, TWTC will submit a Subsequent Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review TWTC's plans and specifications, then BellSouth will provide notification to TWTC within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of TWTC's plans and specifications. Regardless of whether or not BellSouth elects to review TWTC's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to TWTC's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as

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

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

- 3.3.1 TWTC, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide TWTC with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, TWTC shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

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

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

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

- 3.4.3 TWTC shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At TWTC's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at TWTC's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. TWTC will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. TWTC's BellSouth Certified Supplier shall be responsible, at TWTC's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Direct Connect. BellSouth will permit TWTC to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). TWTC shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by TWTC. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by TWTC to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where TWTC's physical/virtual Collocation Spaces are contiguous in the central office, TWTC will have the option of using TWTC's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. TWTC will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. TWTC may not self-provision a Direct Connect on any BellSouth distribution frame, POT (Point of Termination) Bay,

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

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

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

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

4. Occupancy

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

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

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

structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. **Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on TWTC's failure to comply with this Section.
- 5.2 **Terminations.** TWTC shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If

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

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

- 5.6.1 Microwave Transmission Facilities. At TWTC's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit TWTC to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where TWTC demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which TWTC's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by TWTC for dual entrance facilities to its physical Collocation Space, BellSouth shall provide TWTC with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to TWTC's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to TWTC in the Application Response.
- 5.8 Shared Use. TWTC may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to TWTC's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. TWTC must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the TWTC-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If TWTC desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from TWTC authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on TWTC's entrance facility.

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

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

- Collocation Space accompanied by a BellSouth security escort, at TWTC's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. TWTC must request that escorted access be provided by BellSouth to TWTC's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever TWTC or its approved agent or supplier requires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. TWTC shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of TWTC's employees, suppliers, agents or Guest(s) to return an Access Device(s), TWTC shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, TWTC shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the BellSouth Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TWTC violates the provisions of this paragraph, BellSouth shall provide written notice to TWTC, which shall direct TWTC to cure the violation within forty-eight (48) hours of TWTC's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if TWTC fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to TWTC's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to TWTC prior to the taking of such action and BellSouth shall have no liability

- to TWTC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and TWTC fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to TWTC or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by TWTC is significantly degrading the performance of other advanced services or traditional voice band services, TWTC shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 Personalty and Its Removal. Facilities and equipment placed by TWTC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by TWTC at any time. Any damage caused to the Collocation Space by TWTC’s employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by TWTC at its sole expense. If TWTC decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and TWTC’s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill TWTC the Administrative Only Application Fee associated with the type of removal activity performed by TWTC, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to TWTC.
- 5.15 Alterations. Under no condition shall TWTC or any person acting on behalf of TWTC make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by TWTC. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee

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

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

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

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

- 6.2 Subsequent Application. In the event TWTC or TWTC's Guest(s) desires to modify its use of the Collocation Space after a BFFO, TWTC shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by TWTC in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.2.1 Subsequent Application Fees. The application fee paid by TWTC for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by TWTC prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when TWTC

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

- 6.3 Space Preferences. If TWTC has previously requested and received a Space Availability Report for the BellSouth Premises, TWTC may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate TWTC's space preference(s), TWTC may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides TWTC with an Application Response.

6.4 Space Availability Notification.

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

- 6.4.1 If the amount of space requested is not available, BellSouth will notify TWTC of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by TWTC or space that is configured differently, no application fee will apply. If TWTC decides to accept the available space, TWTC must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When TWTC resubmits its application to accept the available space, BellSouth will bill TWTC the appropriate application fee.

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

- TWTC that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow TWTC, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit TWTC to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, TWTC must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If TWTC has originally requested caged Collocation Space and cageless Collocation Space becomes available, TWTC may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe

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

- 6.7.3 TWTC may accept an amount of space less than what it originally requested by submitting an application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TWTC does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.7.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove TWTC from the waiting list. Upon request, BellSouth will advise TWTC as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable TWTC to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable TWTC to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When TWTC submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

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

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When TWTC adds equipment, that was originally included on TWTC's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to TWTC, when TWTC requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 as an "Augment. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by TWTC. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to TWTC.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

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

7.1.4.6 If TWTC submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.7 If TWTC submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a

- physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If TWTC submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by TWTC and BellSouth. If TWTC and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for TWTC's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If TWTC requests multiple items from different Augment categories, BellSouth will bill TWTC the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to TWTC at the time BellSouth provides TWTC with the Application Response. TWTC will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and TWTC will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to TWTC prior to the applicable provisioning

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

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

- Supplier. BellSouth shall make available its supplier certification program to TWTC or any supplier proposed by TWTC and will not unreasonably withhold certification. All work performed by or for TWTC shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. TWTC shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service TWTC's Collocation Space. Upon request, BellSouth will provide TWTC with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by TWTC. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, TWTC may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by TWTC, such information will be provided to TWTC in BellSouth's written denial of physical Collocation Space. TWTC must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will

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

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

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

- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, TWTC shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of TWTC's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to TWTC's Collocation Space for the operation of TWTC's equipment.
For caged physical Collocation Space, TWTC shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. For cageless Collocation Space, TWTC shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event TWTC's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, TWTC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.7 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for TWTC's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from a BellSouth BDFB, TWTC's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by TWTC's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power

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

- 8.7.1 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit TWTC to request DC power in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, TWTC may request that BellSouth provision DC power of 70 amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker.
- 8.7.2 BellSouth will revise TWTC's recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when TWTC submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If TWTC's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, TWTC's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. TWTC's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise TWTC's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from TWTC, certifying the completion of the power reduction work, including the removal of any associated power cabling by TWTC's BellSouth Certified Supplier. Notwithstanding the foregoing, if TWTC's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at

- BellSouth's discretion, cut by TWTC's BellSouth Certified Supplier and TWTC shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.7.4 If TWTC requests an increase or a reduction in the amount of power that BellSouth is currently providing, TWTC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to TWTC's Subsequent Application.
- 8.7.5 If TWTC has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, TWTC must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.6 If TWTC elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed TWTC's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by TWTC's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. TWTC's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At TWTC's option, TWTC may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7.7 TWTC shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within TWTC's arrangement and terminations of cable within the Collocation Space.
- 8.7.8 Fused Amp Billing. In all states, except as noted above in 8.7.1 for Florida, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by TWTC on its application should reflect a multiplier of 1.5 to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The

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

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

8.7.9 Florida Power Usage Option. In Florida only, TWTC may request that –48 DC power provisioned by BellSouth to TWTC's Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit B of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If TWTC desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by TWTC to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power TWTC requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on TWTC's Initial Application or Subsequent Application. BellSouth shall allow TWTC, at TWTC's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by TWTC. BellSouth is not required to build its central office power infrastructure to meet TWTC's forecasted DC power demand. TWTC must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement TWTC converts to the FL Option or for any new collocation arrangements TWTC establishes under the FL Option.

8.7.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of TWTC's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by TWTC's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by TWTC for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust TWTC's billing to reflect

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

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

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

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

- 8.7.10.4 BellSouth will bill TWTC a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by TWTC requesting to convert a caged collocation arrangement to the TN Option. BellSouth shall then arrange for the measurement of TWTC's actual power usage on each power feed (each A and B power feed) once each quarter at each of TWTC's caged collocation arrangements for which TWTC has submitted an Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess TWTC for AC power usage for the following quarter based upon TWTC's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to TWTC for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.
- 8.7.10.5 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by

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

- occupies the space prior to the Space Ready Date, for Initial Application requests only, the date TWTC occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When TWTC elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by TWTC on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of TWTC's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust TWTC's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.
- 8.7.10.8 BellSouth shall assess TWTC the monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by TWTC, as reflected by TWTC on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which TWTC has chosen the TN Option.
- 8.7.10.9 TWTC agrees to submit a Subsequent Application to notify BellSouth when TWTC has removed or installed telecommunications equipment in TWTC's physical Collocation Space to ensure that TWTC's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in TWTC's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.7.10.10 BellSouth will bill TWTC a monthly recurring charge per caged Collocation Space for each arrangement that TWTC has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This "Meter Reading" monthly recurring rate element will be assessed to TWTC for the first twelve (12) power circuits (each A and B feed counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or TWTC.
- 8.7.11 In Alabama and Louisiana, TWTC has the option to purchase power directly from an electric utility company. Under such option, TWTC is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a

- BellSouth Certified Supplier hired by TWTC. TWTC's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If TWTC currently has power supplied by BellSouth, TWTC may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by TWTC in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.7.12 In South Carolina, TWTC has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, TWTC is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by TWTC. TWTC's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing this power arrangement, just as BellSouth is required to comply with these codes. TWTC must submit an application to BellSouth for the appropriate amount of Collocation Space that TWTC requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of TWTC's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a competitive local exchange carrier (CLEC) that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. TWTC shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. TWTC would have the option to order its power needs directly from BellSouth.
- 8.7.13 In Alabama and Louisiana, if TWTC has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises,

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

9. Insurance

- 9.1 TWTC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 TWTC shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and

- Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of TWTC's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 TWTC may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to TWTC, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by TWTC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of TWTC's property has been removed from BellSouth's Premises, whichever period is longer. If TWTC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from TWTC.
- 9.5 TWTC shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. TWTC shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from TWTC's insurance company. TWTC shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

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

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

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, TWTC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TWTC employee hired in the past five years being considered for work on a BellSouth Premises, for the states/counties where the TWTC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. TWTC shall not be required to perform this investigation if an affiliated company of TWTC has performed an investigation of the TWTC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if TWTC has performed a pre-employment statewide investigation of criminal history records of the TWTC employee for the states/counties where the TWTC employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 TWTC will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 TWTC shall provide its employees and agents with picture identification, which must be worn and visible at all times while in TWTC's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and TWTC's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of TWTC not possessing identification issued by TWTC or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. TWTC shall hold BellSouth harmless for any damages resulting from such removal of TWTC's personnel from a BellSouth Premises. TWTC shall be solely responsible for ensuring that any Guest(s) of TWTC is in compliance with all subsections of this Section.
- 12.4 TWTC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. TWTC shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of TWTC's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event TWTC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, TWTC may, in the alternative, certify to

- BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 TWTC shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 TWTC shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each TWTC employee or agent hired by TWTC within the last five years, who requires access to a BellSouth Premises to perform work in TWTC Collocation Space(s), TWTC shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, TWTC will disclose the nature of the convictions to BellSouth at that time. In the alternative, TWTC may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other TWTC employees requiring access to a BellSouth Premises pursuant to this Attachment, TWTC shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, TWTC shall promptly remove from the BellSouth Premises any employee of TWTC that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of TWTC is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview TWTC's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to TWTC's Security representative of such interview. TWTC and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or

involving TWTC's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill TWTC for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that TWTC's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill TWTC for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of TWTC's employees, agents, suppliers, or Guests and where TWTC agrees, in good faith, with the results of such investigation. TWTC shall notify BellSouth in writing immediately in the event that TWTC discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. TWTC shall hold BellSouth harmless for any damages resulting from such removal of TWTC's personnel from a BellSouth Premises.

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

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for TWTC's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TWTC's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to TWTC, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor

and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. TWTC may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If TWTC's acceleration of the project increases the cost of the project, then those additional charges will be incurred at TWTC's expense. Where allowed and where practical, TWTC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, TWTC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for TWTC's permitted use, until such Collocation Space is fully repaired and restored and TWTC's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where TWTC has placed an Adjacent Arrangement pursuant to Section 3.4, TWTC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and TWTC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended, and National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and TWTC shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TWTC should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TWTC to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. TWTC will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TWTC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TWTC space with proper notification. BellSouth reserves the right to stop any TWTC work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by TWTC are owned by and considered the property of TWTC. TWTC will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by TWTC or different hazardous materials used by TWTC at a BellSouth Premises. TWTC must demonstrate adequate emergency response capabilities for the materials used by TWTC or remaining at a BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by TWTC to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TWTC will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and TWTC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TWTC must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and TWTC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

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

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

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

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Collocation

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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
REMOTE SITE COLLOCATION

1. Scope of Attachment

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

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

2. **Space Availability Optional Report**

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

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

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

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

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a TWTC request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center

designated by TWTC, up to a maximum of thirty (30) wire centers per TWTC request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) TWTC agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

3. Collocation Options

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

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

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

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

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

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

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

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

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

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

4. Occupancy

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

occupancy ("Space Ready Date"). BellSouth will correct any deviations to TWTC's original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If TWTC completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of TWTC's acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that TWTC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by TWTC on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If TWTC decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date TWTC occupies the space is deemed the Space Acceptance Date and billing will begin from that date. TWTC must notify BellSouth in writing that its collocation equipment installation is complete. TWTC's collocation equipment installation is complete, which is when TWTC's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to TWTC's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from TWTC.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, TWTC may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date TWTC and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that TWTC signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and TWTC jointly conduct an inspection, which confirms that TWTC has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate TWTC's right to occupy the Remote Collocation Space in the event TWTC fails to comply with any provision of this Agreement, for such Remote Collocation Space..
- 4.4.1 Upon termination of occupancy, TWTC, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. TWTC shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of TWTC's Guest(s), unless TWTC's Guest(s) has assumed responsibility for the Remote Collocation Space

- housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to TWTC's Termination Date.
- 4.4.2 TWTC shall continue payment of all monthly recurring charges to BellSouth until the date TWTC, and if applicable TWTC's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If TWTC or TWTC's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of TWTC or TWTC's Guest(s), in any manner that BellSouth deems fit, at TWTC's expense and with no liability whatsoever for TWTC's property or TWTC's Guest(s)'s property.
- 4.4.3 Upon termination of TWTC's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and TWTC shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by TWTC, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, TWTC's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. TWTC shall be responsible for the cost of removing any TWTC constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.
5. **Use of Remote Collocation Space**
- 5.1 **Equipment Type.** BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC.

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

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

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

any communications routed through the Remote Site; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TWTC violates the provisions of this paragraph, BellSouth shall provide written notice to TWTC, which shall direct TWTC to cure the violation within forty-eight (48) hours of TWTC's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.

- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if TWTC fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to TWTC's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to TWTC prior to the taking of such action and BellSouth shall have no liability to TWTC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and TWTC fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to TWTC or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by TWTC is significantly degrading the performance of other advanced services or traditional voice band services, TWTC shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47CFR, Section 51.230 of the FCC's Rules, the degraded service shall not prevail against the newly-deployed technology.

- 5.12 Personalty and Its Removal. Facilities and equipment placed by TWTC in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by TWTC at any time. Any damage caused to the Remote Collocation Space by TWTC's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by TWTC at its sole expense.
- 5.13 Alterations. Under no condition shall TWTC or any person acting on behalf of TWTC make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by TWTC. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides TWTC with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. TWTC shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. TWTC shall be responsible for removing any of TWTC's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to TWTC and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 Remote Site Application. When TWTC or TWTC's Guest(s) desires to install a bay in a Remote Site Location, TWTC shall input a BellSouth Physical Expanded Interconnection Application Document ("Application") directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by TWTC and will be billed on the date BellSouth provides TWTC with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7, within an existing bay, does not require an Application.

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

- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.
- 6.7.2 When Remote Collocation Space becomes available, TWTC must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If TWTC has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, TWTC may refuse such space and notify BellSouth in writing, within the thirty (3) day timeframe referenced above, that TWTC wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. TWTC may accept an amount of space less than what it originally requested by submitting an Application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TWTC does not submit an Application or notify BellSouth in writing within the thirty (3) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove TWTC from the waiting list. Upon request, BellSouth will advise TWTC as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, www.interconnection.bellsouth.com, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a

general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.9 Application Response.

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

6.9.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable TWTC to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of TWTC or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge TWTC the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

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

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of TWTC's BFFO. BellSouth will acknowledge the receipt of TWTC's BFFO within seven (7) days of receipt, so that TWTC will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order

Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by TWTC. If additional space has been requested by TWTC, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and TWTC cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation

- Space in a nondiscriminatory manner and at parity with BellSouth and will provide TWTC with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and TWTC will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.
- 7.4 Use of BellSouth Certified Supplier. TWTC shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. TWTC, if a BellSouth Certified Supplier, or TWTC's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, TWTC must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide TWTC with a list of BellSouth Certified Suppliers, upon request. TWTC, if a BellSouth Certified Supplier, or TWTC's BellSouth Certified Supplier(s) shall be responsible for installing TWTC's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and TWTC upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by TWTC, the BellSouth Certified Supplier shall bill TWTC directly for all work performed for TWTC pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TWTC's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to TWTC or any supplier proposed by TWTC and will not unreasonably withhold certification. All work performed by or for TWTC shall conform to generally accepted industry standards.
- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. TWTC shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service TWTC's Remote Collocation Space. Upon request, BellSouth will provide TWTC with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by TWTC. Both Parties shall use best efforts to notify the other

of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

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

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

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

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

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

9. Insurance

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

- whichever period is longer. If TWTC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from TWTC.
- 9.5 TWTC shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. TWTC shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from TWTC's insurance company. TWTC shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 TWTC must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If TWTC's net worth exceeds five hundred million dollars (\$500,000,000.00), TWTC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. TWTC shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to TWTC in the event that self-insurance status is not granted to TWTC. If BellSouth approves TWTC for self-insurance, TWTC shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of TWTC's corporate officers. The ability to self-insure shall continue so long as TWTC meets all of the requirements of this Section. If TWTC subsequently no longer satisfies the requirements of this Section, TWTC is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to TWTC to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or TWTC), or any improvement thereon by reason of or arising out of any

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

11. Inspections

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

12. Security and Safety Requirements

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

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

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

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

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

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for TWTC's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TWTC's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to TWTC, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. TWTC may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. A BellSouth Certified Vendor must perform a rebuild of equipment. If TWTC's acceleration of the project increases the cost of the project, then those additional charges will be incurred at TWTC's expense. Where allowed and where practical, TWTC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, TWTC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for TWTC's permitted use, until such Remote Collocation Space is fully repaired and restored and TWTC's equipment installed therein (but in no event later than thirty (30) days after the Remote Collocation Space is fully repaired and restored). Where TWTC has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, TWTC shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and TWTC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended, and National Fire Protection Association (NFPA) NEC and National Electric Safety Codes (NESC) ("Applicable Laws") requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and TWTC shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TWTC should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TWTC to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. TWTC will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TWTC when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect TWTC's Remote Collocation Space with proper notification. BellSouth reserves the right to stop any TWTC work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by TWTC are owned by and considered the property of TWTC. TWTC will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by TWTC or different hazardous materials used by TWTC at the BellSouth Remote Site Location. TWTC must demonstrate adequate emergency response

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

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by TWTC to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TWTC will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and TWTC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TWTC must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and TWTC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	- Std T&C 450 - Fact Sheet Series 17000 - Std T&C 660-3

	EVET approval of supplier	Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	- Fact Sheet Series 1700 - Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps InsuranceTWTC	- Std T&C 450 - Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) - Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	- Std T&C 450 - Fact Sheet Series 17000 - Std T&C 660-3 - Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	- Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	–Procurement Manager (CRES Related Matters)-BST Supply Chain Services - Fact Sheet Series 17000 - GU-BTEN-001BT, Chapter 3 - BSP 010-170-001BS

Version: 4Q04 Standard ICA
12/14/04
Remote Site Collocation

		(Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - 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			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, UEPDX	PE1P1		1.51	53.27	40.16						

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	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	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, UEPSP, UEPSC, UEPSC	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		21.11									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
	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(\$)					
												SOME C	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, UEPS, 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			CLO RS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLO RS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO RS	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 RS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO RS	PE1PT		54.42	34.02								
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLO RS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLO RS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLO RS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		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,UCL, 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

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where TWTC is utilizing its own switch, TWTC 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 TWTC, BellSouth will provide TWTC with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. TWTC acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. TWTC may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to TWTC telephone numbers per rate center if the following conditions are met:
 - 1.2.1 TWTC must: (1) indicate that all of the intermediate numbers currently held by TWTC in each rate center where TWTC 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 TWTC will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by TWTC in the rate center where TWTC is requesting telephone numbers has reached at least 75%.
 - 1.2.2 The above information will be provided by TWTC 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 TWTC will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by TWTC to End Users by the total number of intermediate numbers held by TWTC in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling TWTC'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 TWTC'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 TWTC's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by TWTC for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

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

2. LOCAL NUMBER PORTABILITY

2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.

2.6 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and TWTC shall permit End Users who port a portion of DID numbers to retain DID

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

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

3. OSS RATES

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

4. LNP IN CONJUNCTION WITH LOCAL SWITCHING

- 4.1 Where TWTC purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.2 When TWTC 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. TWTC 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, TWTC shall pay to BellSouth the manual service order charges specified

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

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

Attachment 6

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

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

- 1.1 BellSouth shall provide to TWTC nondiscriminatory access to its OSS and the necessary information contained therein in order that TWTC can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide TWTC 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 TWTC and other CLECs in the aggregate.

2. Access to Operations Support Systems

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

- 2.1.1 TWTC 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 to TWTC electronic access to BellSouth's OSS and the information contained therein in order that TWTC 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 the Parties 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.

- 2.2.2 BellSouth shall provide to TWTC electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 9. If electronic access is not available, BellSouth shall provide to TWTC such information within twenty-four (24) hours. TWTC shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. TWTC shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, TWTC shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. TWTC shall use commercially reasonable efforts to provide to BellSouth such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.
- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. The Parties 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. The Parties reserve the right to audit the other Party's access to customer record information. If either Party has reason to believe, through its audit or by any other means, that the other Party is accessing customer record information without having obtained the proper customer authorization (Letter of Authorization, or LOA), the Party upon reasonable notice to the other Party may take corrective action, including but not limited to suspending or terminating the other Party's access to its pre-ordering and ordering OSS, and the provisioning of pending and existing services. All such information obtained through an audit shall be subject to the terms of the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.3 Ordering
- 2.3.1 BellSouth will make available to TWTC 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 the Parties 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.
- 2.3.2 The Parties shall place orders for services by submitting an LSR to the other Party. BellSouth shall bill TWTC 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 TWTC 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.). TWTC shall bill BellSouth a single manual OSS charge per LSR associated with the port-back of a telephone number to BellSouth's switch as set forth in Exhibit A to Attachment 7 of this Agreement until such time as electronic ordering is provided by TWTC to BellSouth. At such time, the applicable electronic OSS charge as set forth in Exhibit A to Attachment 7 of this Agreement would apply. To the extent TWTC performs another OSS function for BellSouth that BellSouth performs for TWTC pursuant to this Agreement, the Parties shall amend this Agreement to include such function subject to the same rates, terms and conditions that apply to BellSouth under this Agreement. An individual LSR will be identified for billing purposes by its PON.

- 2.3.2.1 TWTC may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, TWTC may submit a list of such customers if TWTC 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 The Parties 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, the Parties 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.
- 2.3.2.4 BellSouth shall return to TWTC a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. TWTC shall provide to BellSouth an FOC within twenty-four (24) hours of the receipt from BellSouth of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. TWTC shall provide to BellSouth an LSR clarification within twenty-four (24) hours of the receipt from BellSouth of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

2.4 Provisioning

- 2.4.1 BellSouth shall provision services during its regular working hours. To the extent TWTC 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 TWTC, BellSouth will not assess TWTC additional charges beyond the rates and charges specified in this Agreement.

- 2.4.2 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by TWTC (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill TWTC 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 TWTC 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 TWTC fails to respond within nine (9) business days to a Missed Appointment order notification.
- 2.4.3.1 Notwithstanding the foregoing, if TWTC 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 TWTC 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, TWTC may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should TWTC 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 either Party, Service Date Advancement charges as applicable will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 7 of this Agreement. BellSouth proposes making this simplistically reciprocal. Currently, BellSouth would only be requesting service date advancements on port-back orders. Therefore, the only circumstance that would really qualify currently under this provision from a TWTC reciprocal perspective would be TWTC's ability to charge BellSouth the same SDA charge that BellSouth would bill TWTC if TWTC requested an SDA for a port. This also assumes that TWTC operates under the same standard interval that BellSouth provisions a port.

- 2.4.5 Order Modification Charges. If TWTC modifies an order after being sent a FOC from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by TWTC in accordance with Exhibit A of Attachment 7.
- 2.5 Maintenance and Repair
- 2.5.1 BellSouth will make available to TWTC 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 the Parties 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. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.2 If TWTC reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge TWTC 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. If BellSouth reports a trunk trouble on a TWTC Network Element and no trouble is found in TWTC's network, TWTC will charge BellSouth a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by TWTC in order to confirm the working status. TWTC will assess the applicable Maintenance of Service rates from TWTC's applicable tariff, price list or price posted on its web site. TWTC will identify the charge to BellSouth as a Maintenance of Service charge and will agree to the reciprocal Billing Dispute process.
- 2.5.3 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by TWTC (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill TWTC 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 to TWTC nondiscriminatory access to billing information as specified in Attachment 7.
- 2.7 Change Management. The Parties 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. The Parties 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 TWTC at BellSouth's Interconnection Web site.

2.8 Rates. Unless otherwise specified herein, BellSouth shall bill TWTC charges for the use of BellSouth's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, at the rates, terms and conditions as set forth in Exhibit A to Attachment 7 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 7 of this Agreement.

3. Miscellaneous

3.1 Pending Orders. To the extent that the ordering Party submits an LSR with incomplete, incorrect or conflicting information, the other Party will return the LSR to the ordering Party for clarification. The ordering Party shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If the ordering Party does not submit a supplement LSR within thirty (30) days, the other Party will cancel the original LSR and the ordering Party shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. TWTC will be the single point of contact with BellSouth for ordering activity for network elements and other services used by TWTC to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customer. TWTC and BellSouth shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (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 TWTC to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. BellSouth will notify TWTC that such a request

has been processed but will not be required to notify TWTC in advance of such processing.

- 3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 Use of Facilities. When a customer of TWTC 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 TWTC 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 a customer or from a CLEC. BellSouth will notify TWTC 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 TWTC for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact TWTC to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e., Preferred Interexchange Carrier, or PIC, and Local Preferred Interexchange Carrier, or LPIC, changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.4.1 When TWTC's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the IXC elects to charge the customer the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to TWTC, which has the billing relationship with that customer, and TWTC may pass such charge to the customer.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

- 1.1 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 TWTC 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 TWTC, TWTC shall bill BellSouth in CABS/SECABS 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 The Parties will render bills each month on established bill days for each of the other Party'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 as specified in Exhibit A except for resold services provided by BellSouth which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 The Parties will bill each other in advance for all respective 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 TWTC, and TWTC 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 The Parties will not perform billing and collection services for either Party 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, TWTC will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or

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

1.2.1 Company Identifiers. If TWTC needs change, add to, eliminate or convert its OCNs, ACNA(s) or other identifying codes ("Company Identifiers") under which it operates when TWTC has already been conducting business utilizing those Company Identifiers, TWTC shall bear all costs incurred by BellSouth to convert TWTC to the new Company Identifiers. Company Identifiers conversion charges include the time required to make system updates to all of TWTC's customer records and will be handled in a separately negotiated agreement.

1.2.2 Tax Exemption. It is the responsibility of TWTC 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 TWTC entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to TWTC will not include those taxes or fees from which TWTC is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and TWTC shall pay all applicable taxes and fees. In the event that TWTC 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 TWTC 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 TWTC and at TWTC's sole expense, pursue such refund claim on behalf of TWTC, provided that TWTC 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 TWTC. TWTC shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by TWTC to its End Users.

1.3 Deposit Policy:

1.3.1 Credit Analysis. TWTC shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. BellSouth shall utilize a commercially acceptable credit scoring tool applied in a commercially reasonable

manner to determine TWTC's credit worthiness. The credit scoring tool utilized may consider: number of years in business; management history; liens, suits and judgments; payment history with third parties; payment history with BellSouth (on undisputed amounts); publicly available information. BellSouth will use a commercially acceptable financial scoring tool applied in a commercially reasonable manner to consider financial data evidencing the degree of financial stability including but not limited to: debt ratings; debt performance; net worth; cash flow; debt/net worth; profitability and financial statements, if available. BellSouth may consider other data made available to BellSouth by TWTC. Using the data, tools and analysis described above, BellSouth will determine in a commercially reasonable manner whether TWTC represents a credit risk and whether a deposit is required to secure TWTC's account. BellSouth shall provide in writing its reasons for requesting a deposit to TWTC upon written request.

- 1.3.2 Deposit Amounts and Interest. If, in the reasonable discretion of BellSouth, circumstances so warrant and/or gross monthly billing has materially increased with respect to the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. The total of initial and additional security deposits collected under this Section shall not exceed two months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if TWTC 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 TWTC 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, TWTC and BellSouth shall agree on a level of estimated billings based on all relevant information.

Such security deposit shall take the form of cash, or an annually renewable Irrevocable Letter of Credit, or Surety Bond, at TWTC's sole option, provided that the documents are on the BellSouth form. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the appropriate BellSouth Tariff. In the event TWTC 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 TWTC may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below.

- 1.3.3 Payments. TWTC shall pay any applicable deposit within thirty (30) days following written notice that a deposit is required pursuant to this Section. Any such security deposit shall in no way release TWTC from its obligation to make complete and timely payments of undisputed bills. In the event TWTC defaults on its account, service to TWTC will be terminated and any security deposits will be applied to TWTC's account. Requests for security deposits pursuant to this Section 1.3 shall

constitute an amount billed by BellSouth pursuant to this Agreement, and payment of the deposit shall be subject to the remainder of the provisions of this Attachment.

- 1.3.4 Refund. After TWTC has established a consecutive twelve (12) month history of prompt payment and provided that a new credit analysis indicates that TWTC is no longer a credit risk, or upon the expiration of this Agreement, whichever is earlier, the deposit, plus accrued interest if applicable, will be returned to TWTC; provided, however, that in the event BellSouth is holding a security deposit under this Agreement at the time the Parties enter into a Subsequent Agreement containing a provision for payment of deposits, BellSouth may continue to hold the deposit under the Subsequent Agreement to the extent provided in such Subsequent Agreement.
- 1.3.5 At least seven (7) days prior to the expiration of any Letter of Credit provided by TWTC as security under this Agreement, TWTC shall renew such Letter of Credit or provide BellSouth with evidence that TWTC has obtained a suitable replacement for the Letter of Credit. If TWTC 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 TWTC account(s). If TWTC provides a security deposit or additional security deposit in the form of a surety bond as required herein, TWTC shall renew the surety bond or provide BellSouth with evidence that TWTC has obtained a suitable replacement for the surety bond at least (7) days prior to the cancellation date of the surety bond. If TWTC 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 TWTC's account(s). If the credit rating of any bonding company that has provided TWTC with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to TWTC that TWTC must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If TWTC 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 TWTC'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 TWTC as security hereunder if TWTC 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 the billed Party. The billed Party shall pay invoices by utilizing wire transfer services or automatic clearing house services. The billed Party shall make payment to the billing Party for all services billed for undisputed charges. The billing Party will not become involved in billing disputes that may arise between the billed Party and the billed Parties' End User.

- 1.4.1 Payment Due. Payment for services provided by the billing Party, excluding disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify the billing Party 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 the billing Party. If the Remittance Information is not received with payment, the billing Party will be unable to apply amounts paid to the billed Parties' accounts. In such event, the billing Party shall hold such funds until the Remittance Information is received. If the billing Party 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 the other Party on or before the payment due date as set forth preceding, or if any portion of the payment is received in funds that are not immediately available, then a late payment and/or interest charge shall be due. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed at the billing Party's applicable tariff or price list, or in the absence of such tariff or price listed rate, then at a rate not to exceed one and one half percent (1.5%). In addition to any applicable late payment and/or interest charges, each Party may be charged a fee by the other Party for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Termination of Services on Default. The procedures for the termination of services on default are as follows:
- 1.5.1 Either Party may, in its sole discretion, suspend or terminate any of the services described and provided to the other Party pursuant to the terms of this Agreement for failure to make timely payments of any undisputed amount due and owing hereunder; or in the event of prohibited, unlawful or improper use of the other party's facilities or services. Notwithstanding any provision to the contrary in this Section 1.5, all billing disputes shall be resolved pursuant to Section 2 of this Attachment rather than pursuant to this Section.
- 1.5.2 All payments on account shall be due and owing when received and shall become delinquent on the same day of the following month after the original bill day. At such time as any amount owed hereunder shall become delinquent, the Party

seeking payment may provide written notice to the delinquent Party that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received within fifteen (15) days following the date of the notice. In addition, the Party seeking payment may, at the same time, give written notice to the delinquent Party that existing services may be discontinued if payment is not received within thirty (30) days from the date of such notice.

- 1.5.3 Upon discontinuance of services in accordance with this paragraph 1.5, all billed charges and applicable termination charges shall become immediately due and payable.
- 1.5.4 If either Party fails to exercise its right to discontinue any services in accordance with this paragraph 1.5 within the timeframes described in paragraph 1.5.2, such failure shall not be construed as a waiver, and services may be discontinued without further notice at any time thereafter.
- 1.5.5 The Parties acknowledge that discontinuance of service pursuant to this paragraph 1.5 may result in discontinuance of service to the end user customer of the Party whose services have been terminated. The end user customer's service provider is solely responsible for notifying the end user customer of the service discontinuance. TWTC is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after TWTC has been denied and no arrangements to reestablish service have been made consistent with this subsection, TWTC's service will be disconnected.
- 1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all notices regarding billing matters and rejection of additional orders from TWTC, shall be forwarded to the individual and/or address designated by TWTC in the Notices provision of the General Terms and Conditions of this Agreement. The notice of discontinuance of services purchased by TWTC under this Agreement provided for in Section 1.5 of this Attachment and notices of disconnection of services for nonpayment of charges shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2. BILLING DISPUTES

- 2.1 BellSouth and TWTC shall electronically submit all billing disputes to each other using the OBF approved RF1461 Bar form or as otherwise mutually agreed upon form by BellSouth and TWTC. 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 TWTC is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by TWTC by such sixtieth (60th) day, TWTC must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web

site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

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

2.3 Notwithstanding anything to the contrary in this Section 2, no billing dispute shall be valid unless notice of such dispute is provided within two (2) years after the disputed amounts were billed, subject to the exceptions set forth in Section 27 of the General Terms and Conditions of this Agreement.

3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING

3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.

3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").

3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement

(NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to TWTC 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 TWTC 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 TWTC on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 TWTC must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, TWTC must request that BellSouth establish a unique hosted RAO code for TWTC. 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 TWTC that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. TWTC shall send all messages to BellSouth no later than sixty (60) days after the message date.

- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from TWTC.
- 3.12 All data received from TWTC 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 TWTC 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 TWTC and will forward them to TWTC on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and TWTC will be distributed via Secure File Transfer Protocol (FTP) mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move TWTC to CONNECT:Direct file delivery.
- 3.15.1 If TWTC is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and TWTC for the purpose of data transmission. Where a dedicated line is required, TWTC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TWTC 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 TWTC. Additionally, all message toll charges associated with the use of the dial circuit by TWTC will be the responsibility of TWTC. 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 TWTC end for the purpose of data transmission will be the responsibility of TWTC.
- 3.15.2 If TWTC utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of TWTC.
- 3.16 All messages and related data exchanged between BellSouth and TWTC will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

- 3.17 TWTC 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 TWTC to send data to BellSouth more than sixty (60) days past the message date(s), TWTC will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or TWTC, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from TWTC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify TWTC of the error. TWTC 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, TWTC 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 TWTC 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 TWTC 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 TWTC and will distribute copies of these reports to TWTC on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by TWTC 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 TWTC. BellSouth will remit the revenue billed by TWTC 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 TWTC. These two amounts will be netted together by BellSouth and

the resulting charge or credit issued to TWTC via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

- 3.23.4 Through NICS, BellSouth will collect the revenue earned by TWTC within the BellSouth territory from another LEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of TWTC. BellSouth will remit the revenue billed by TWTC within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to TWTC via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.5 BellSouth and TWTC agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. Rates for CMDS

- 4.1 For CMDS, rates are as set forth in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - 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 First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)		SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,																	
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTC1	SDASP		200.00										
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00							
CMDS																	
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001											

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Performance Measurements

PERFORMANCE MEASUREMENTS

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

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

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

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

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

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

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELL SOUTH OUTAGE

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

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

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

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

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

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

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

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

5.2.4 Loss of a Facility Hub

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

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

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

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

BST Disaster Management Plan

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

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1. BONA FIDE REQUEST

- 1.1 The Parties agree that TWTC is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when TWTC 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 TWTC 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 TWTC's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to TWTC'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 TWTC 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 TWTC 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 TWTC'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 TWTC 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 TWTC accepts the complex request evaluation fee proposed by BellSouth, TWTC 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 TWTC by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 TWTC may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If TWTC 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 TWTC will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If TWTC 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 TWTC'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 TWTC'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 TWTC'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 ten percent (10%).
- 1.10 TWTC 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 TWTC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If TWTC believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 TWTC also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by TWTC 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 TWTC 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 TWTC'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 TWTC 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 TWTC 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 TWTC'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 TWTC 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 TWTC accepts the complex request evaluation fee amount proposed by BellSouth, TWTC 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 TWTC by providing a preliminary analysis of such Requested NBR Services.
- 2.8 TWTC may cancel an NBR at any time. If TWTC cancels the request more than ten (10) business days after submitting it, TWTC 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 TWTC will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If TWTC 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 TWTC'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 TWTC'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 ten percent (10%).
- 2.12 TWTC 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 TWTC'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.