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June 22, 2004

Ms. Blanca S. Bayó
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No.: 040514-TP
Petition of Cbeyond Communications, LLC for Arbitration of
Interconnection Agreements with BellSouth Telecommunications, Inc.
Pursuant to Section 252(b) of the Communications Act of 1934, as
Amended**

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Cbeyond Communications, LLC's Petition for Arbitration, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Andrew D. Shore

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

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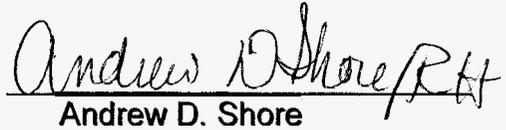
**CERTIFICATE OF SERVICE
DOCKET NO. 040514-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and Federal Express this 22nd day of June, 2004 to the following:

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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| In Re: Petition of Cbeyond Communications,) LLC. for Arbitration of Interconnection) Agreement with BellSouth) Telecommunications, Inc. Pursuant to) Section 252(b) of the Communications) Act of 1934, as Amended) | Docket No. 040514-TP Filed: June 22, 2004 |
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**BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE TO CBeyond COMMUNICATIONS, LLC'S
PETITION FOR ARBITRATION**

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration ("Petition") filed by Cbeyond Communications, LLC ("Cbeyond") and says that:

BACKGROUND

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2)-(6).

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.¹ The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issues discussed and resolved by the

¹ 47 U.S.C. § 252(b)(2).

² See generally, 47 U.S.C. §§ 252(b)(2)(A) and 252(b)(4)

parties.”³ A non-petitioning party to a negotiation under this section may respond to the other party’s petition and provide such additional information as it wishes within 25 days after a commission receives the petition.⁴ The 1996 Act limits a commission’s consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

Through the arbitration process, a commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a commission for approval.⁶

BellSouth and Cbeyond previously entered into an Interconnection Agreement (“Agreement”) that was approved by this Commission. Although BellSouth and Cbeyond negotiated in good faith as to the terms and conditions for a new Agreement, the parties have been unable to reach agreement on several issues. As a result, Cbeyond filed this Petition. BellSouth responds below to each of the separately numbered paragraphs of Cbeyond’s Petition:

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

⁵ 47 U.S.C. § 252(b)(4).

⁶ 47 U.S.C. § 252(e).

DESIGNATED CONTACTS

1. The allegations in paragraph 1 do not require a response. BellSouth requests that all pleadings, filings, and communications in this proceeding be served upon the following BellSouth attorneys:

Nancy White
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c/o Nancy Sims
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2. To the extent that the allegations in Paragraph 2 of the Petition require a response, BellSouth admits that Mr. Karno is an attorney for BellSouth and that the other individuals listed were involved in the negotiations with Cbeyond.

STATEMENT OF FACTS

3. BellSouth admits that it is an "ILEC" as defined in 47 U.S.C. § 251(h), and that its corporate offices are located at 1155 Peachtree Street NE, Atlanta, GA. Except as specifically admitted, BellSouth denies the allegations in Paragraph 3 of the Petition.

4. The allegations in Paragraph 4 purport to state conclusions of law and, accordingly, do not require a response.

5. BellSouth admits the allegations of Paragraph 5 of the Petition on information and belief.

6. BellSouth admits the allegations in Paragraph 6 of the Petition.

7. BellSouth admits the allegations in Paragraph 7 of the Petition.

8. BellSouth admits the allegations in Paragraph 8 of the Petition.

JURISDICTION AND APPLICABLE LAW

9. The allegations in Paragraph 9 purport to state conclusions of law and, accordingly, do not require a response.

10. BellSouth admits that the parties agreed that their interconnection agreement negotiations began on December 20, 2003. BellSouth admits that the arbitration issues must be resolved in accordance with the 1996 Act and Rules adopted pursuant to the Act to the extent that any apply to the issues raised in this arbitration. To the extent the remaining allegations in Paragraph 10 purport to state conclusions of law, no response is required.

11. BellSouth admits that the FCC established rules governing interconnection agreement arbitrations under the 1996 Act. The FCC's rules speak for themselves. To the extent the allegations in paragraph 11 of the Petition purport to state conclusions of law, no response is required.

12. BellSouth admits, as it stated in the introduction to this Response, that this arbitration must be conducted pursuant to sections 251 and 252 of the 1996 Act. To the extent that the allegations in paragraph 12 purport to state conclusions of law, no response is required.

13. Section 251(b) of the 1996 Act speaks for itself, and no further response is required.

14. Section 251(c) of the 1996 Act speaks for itself, and no further response is required

15. Section 252(d) of the 1996 Act speaks for itself, and no further response is required.

ARBITRATION ISSUES

16. BellSouth admits that Cbeyond set forth arbitration issues and its position with respect to such issues in the Petition. BellSouth denies that BellSouth's position regarding those issues are set forth in the Petition or in the matrix attached to the Petition. BellSouth agrees that the parties may add additional issues arising out of the D.C. Circuit Court of Appeals' recent vacatur of certain FCC rules to this arbitration at some later date. BellSouth admits that Cbeyond filed a composite interconnection agreement which identifies the disputed issues which Cbeyond is asking this Commission to arbitrate. Except as specifically admitted, BellSouth denies the allegations in Paragraph 16 of the Petition.

BellSouth is attaching to this Response a composite interconnection agreement, along with applicable rate sheets. The current rate sheets include rates for elements that are no longer required to be unbundled at cost-based rates. BellSouth, accordingly, reserves the right to amend and/or delete elements from the rate sheet.

ISSUES

The unresolved issues, the section in the agreement where they arise, and BellSouth's position on each issue are set forth below. In some instances where Cbeyond has failed to state the issue accurately in a fair, neutral manner, BellSouth has restated the issue.

1. How should the term "End User" be defined? [GT&C (definitions)]

BELLSOUTH'S POSITION: The term End User should be defined as it is customarily used in industry; that is, the ultimate user of the telecommunication service. This is not as broad as a "customer," which may be a reseller of the service.

2. What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct? [GT&C § 7.3]

BELLSOUTH'S POSITION: The industry standard limitation of liability that limits the liability of the provisioning party to a credit for the actual cost of the services or functions not performed or improperly performed should apply.

3. To the extent that a Party does not include specific limitation of liability terms in all of its tariffs and End Users contracts (past, present and future), should it be obligated to indemnify the other Party for liabilities not limited or eliminated? [GT&C § 7.3.1]

BELLSOUTH'S POSITION: No. BellSouth limits its liability to its end users in accordance with industry norms. To the extent that Cbeyond chooses not to do so, it should bear the risk of loss arising from that business decision.

4. Should the Agreement expressly state that liability for claims or suits for damages incurred by Cbeyond's (or BellSouth's) customers/End Users resulting directly and in a reasonably foreseeable manner from BellSouth's (or Cbeyond's) performance of obligations set forth in the Agreement are not indirect, incidental or consequential damages? [GT&C § 7.3.3]

BELLSOUTH'S POSITION: No. Whether damages are indirect, incidental or consequential damages is a question of state law and should not be dictated by a party to a contract.

5. What should the indemnification obligations of the Parties be under the Agreement? [GT&C § 7.4]

BELLSOUTH'S POSITION: The party receiving services should indemnify the party providing services from any claim of loss or damages from claims for libel, slander or invasion of privacy arising from the content of the receiving party's own communications.

6. What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks? [GT&C § 9.1]

BELLSOUTH'S POSITION: Except for factual references to BellSouth name as necessary to respond to direct inquiries from customers or potential customers regarding the source of the underlying services or the identity of repair technicians, CLECs should not be entitled to use BellSouth's name service marks, logo or trademark.

7. Should a court of law be included in the venues available for initial dispute resolution? [GT&C § 11]

BELLSOUTH'S POSITION: No. This Commission or the FCC should initially resolve disputes as to the interpretation of the Agreement or as to the proper implementation of the Agreement. A party should be entitled to seek judicial review of any ruling made by the Commission or the FCC concerning this Agreement, but should not be initially entitled to take such disputes to a Court of law without first exhausting its administrative remedies.

8. What should be the effective date of future rate impacting amendments? [GT&C § 16.3]

BELLSOUTH'S POSITION: Future amendments incorporating Commission-approved rates should be effective ten (10) calendar days after the date of the last signature executing the amendment.

9. (a) Should the Agreement contain a provision regarding notice of certain changes to BellSouth's rates, terms and conditions of services available for resale?

(b) Should notice of changes to business processes and policies, new service offerings and changes to service offerings not requiring an amendment to the Agreement be excluded from the Agreement's general notice provision and instead be posted only on BellSouth's website? [GT&C § 22.3]

BellSouth issue statement:

(b) May BellSouth provide notice of changes to business processes and policies, new service offerings and changes to service offerings only on BellSouth's website?

BELLSOUTH'S POSITION:

(a) Yes. Although this Agreement does not include Resale provisions, resale provisions can subsequently be incorporated into this Interconnection Agreement.

B) Yes. In accordance with industry practice, BellSouth routinely provides various notices to CLECs related to processes, new offerings, and changes to various Guides by posting such notices on BellSouth's interconnection website. This process is more efficient than requiring that every notice be sent by BellSouth via U.S. mail.

10. Should the Agreement explicitly state that the headings of Attachments and Sections of the Agreement are for convenience and reference only? [GT&C § 25]

BELLSOUTH'S POSITION: Yes. This is a standard provision in commercial and interconnection agreements. The headings have been inserted into the agreement in order to break up the numerous sections of the lengthy agreement and not to set forth the parties' agreement on any issue. The substantive language in the agreement should be relied upon to the extent interpretation is necessary, and not headings inserted solely to make the agreement more readable and easy to use.

11. Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties? [GT&C § 28.2]

BELLSOUTH'S POSITION: No. This Agreement constitutes a negotiation of the contractual obligations of the Parties to each other and should not be subject to further negotiation subsequent to being fully negotiated and arbitrated.

12. How should the Parties deal with non-negotiated deviations from the state Commission-approved rates in the rate sheets attached to the Agreement?

BellSouth issue statement:

If an erroneous rate is inadvertently included in this Agreement and subsequently discovered by a Party, when should the corrected rate be effective?

[GT&C § 28.3]

BELLSOUTH'S POSITION: It is the parties' responsibility to review the contract before executing it. If the parties subsequently discover a non-negotiated deviation from an ordered rate, the rate should be changed by amendment of the agreement and should

be applied prospectively regardless of whether the rate increases or decreases as a result of such amendment.

13. If BellSouth changes a provision of one or more of its Guides that would cause Cbeyond to incur a material cost or expense to implement the change, should Cbeyond be required to notify BellSouth in a timely manner if Cbeyond does not agree to such change? [GT&C § 35]

BELLSOUTH'S POSITION: Yes. BellSouth's Guides apply to all CLECs equally and are not frozen in time. CLECs should not have veto power over or require BellSouth to negotiate system changes that affect the entire CLEC industry. If Cbeyond elects to opt out of the requirements of a Guide, it should be required to notify BellSouth of its decision to do so and any such decision should not impact BellSouth's ability to implement the change.

14. Should the Agreement limit BellSouth's obligation to provide and Cbeyond's right to obtain access to and use UNEs in a manner not required by FCC or Commission rules and Orders? [Att. 2 § 1.1.1]

BELLSOUTH'S POSITION: The parties did not negotiate this issue and Cbeyond has not proposed any alternative language for section 1.1 of Attachment 2. Consequently, there is no issue for the Commission to arbitrate regarding this section of the agreement.

15. Should the Commission arbitrate a provision regarding rates when the Parties have actually agreed to language that resolves the issue in another section of the Agreement?

BellSouth issue statement:

Should the agreement provide for how rates will be determined for Network Elements requested by Cbeyond that are not listed in Exhibit A of Attachment 2? [Att. 2 § 1.1.1]

BELLSOUTH'S POSITION: Yes. The agreement should provide that if no rate for a requested Network Element is provided for in the agreement, then the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties.

16. Should *the agreement provide that Cbeyond will [BellSouth inserted language]* be permitted to connect UNEs and Other Services provided by BellSouth to other UNEs and Other Services provided by BellSouth; to other wholesale/access services provided by BellSouth; to Cbeyond's network elements, service or facilities; or to facilities provided to Cbeyond by third parties? [Att. 2 § 1.5]

BELLSOUTH'S POSITION: No. BellSouth will provide UNEs and Other Services in accordance with applicable law as required by this Agreement. Cbeyond is permitted to connect any service to BellSouth provided UNEs or Other Services within a collocation arrangement in a BellSouth serving wire center.

17. Should BellSouth be required to comply with industry standard requirements in providing to Cbeyond access to UNEs and Other Services under the Attachment 2? [Att. 2 § 1.6]

BELLSOUTH'S POSITION: No. BellSouth agrees to provide UNEs and Other Services on a nondiscriminatory basis. There is no obligation to meet standards not adopted within BellSouth's network.

18. Should the Agreement expressly permit BellSouth to re-rate or disconnect UNEs or Combinations in the event that BellSouth no longer is required to provide such UNEs or Combinations pursuant to FCC rules and orders? [Att. 2 § 1.7]

BELLSOUTH'S POSITION: Yes. To the extent unbundling of an element is no longer required under Section 251 of the 1996 Act, BellSouth should not be required to provide the element at TELRIC rates pursuant to this Agreement.

19. What charges should apply for conversion of services to UNEs or combinations for arrangements that require re-termination or other rearrangement of circuits to comply with the terms of the Agreement? [Att. 2 § 1.8.2]

BELLSOUTH'S POSITION: BellSouth should be permitted to charge all cost-based nonrecurring charges from Exhibit A of this Attachment for the work it performs to re-terminate or rearrange a circuit to comply with the terms of the agreement. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Applicable disconnect charges should apply to a UNE/Combination that is/are rearranged or disconnected.

20. When should BellSouth's billing to Cbeyond be adjusted to reflect conversions from a wholesale service or a group of wholesale services to a UNE or UNE Combination? [Att. 2 § 1.8.3]

BELLSOUTH'S POSITION: The new rates should be effective as of the date the conversion is effectuated.

21. Should BellSouth be required to accept liability for disconnecting a Cbeyond End User in converting Cbeyond wholesale services to UNEs or Combinations?

BellSouth issue statement:

Should BellSouth be required to accept liability and write a letter of apology to Cbeyond's End User for disconnecting a Cbeyond End User while converting Cbeyond wholesale services to UNEs or Combinations? [Att. 2 § 1.8.4]

BELLSOUTH'S POSITION: No. BellSouth agrees to provide conversions of wholesale services and UNEs on a non-discriminatory basis. If BellSouth mistakenly disconnects an end user's service during such conversion, it should not be required to write a letter of apology to the end user. BellSouth's liability should be limited as set forth in the General Terms and Conditions of the Agreement.

22. (a) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, which Party should bear the obligation of identifying those service arrangements?

(b) What recourse may BellSouth take if Cbeyond does not submit a rearrange or disconnect order within 30 days?

(c) What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

BellSouth issue statement for (c):

(c) What rates, terms and conditions should apply in the event of a re- termination, or physical rearrangements of circuits? [Att. 2 § 1.8.5]

BELLSOUTH'S POSITION: (a) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement, it should be Cbeyond's obligation to identify the specific service arrangements that must be transitioned to other services pursuant to Attachment 2. It is an undue burden to expect BellSouth to identify these arrangements for all CLECs.

(b) If orders to rearrange or disconnect those arrangements or services are not received by January 1, 2005, or within 30 days after the Effective Date of this Agreement if the Effective Date is after January 1, 2005, BellSouth should be permitted to disconnect such arrangements without further notice, as BellSouth is no longer required to provide those arrangements and services pursuant to this Agreement.

(c) BellSouth should be permitted to charge all nonrecurring charges from Exhibit A of Attachment 2 to the Agreement for the work it performs to re-terminate or rearrange a circuit to comply with the terms of the Agreement. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate

agreement, the applicable rates, terms and conditions of such tariff or separate agreement should apply. Applicable disconnect charges should apply to a UNE/Combination that is rearranged or disconnected.

23. (a) Should Cbeyond be required to submit a BFR/NBR to convert a UNE or Combination (or part thereof) to Other Services or tariffed BellSouth access services?

(b) In the event of such conversion, what rates should apply?
[Att. 2 § 1.8.6]

BELLSOUTH'S POSITION: (a) If Cbeyond requests to convert an element that does not have a Special Access equivalent, then a BFR/NBR is required. Otherwise, depending in the number of elements, an LSR may be used for individual circuits or a spreadsheet may be used for 15 or more circuits.

(b) BellSouth will not charge CLECs to convert a UNE circuit to a Special Access circuit.

24. Should the Agreement expressly require that Cbeyond use Network Elements and Other Services only to provide services that are consistent with industry standards and applicable BellSouth Technical References? [Att. 2 § 1.8.7]

BELLSOUTH'S POSITION: Yes.

25. What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)? [Att. 2 § 1.9.1]

BELLSOUTH'S POSITION: BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319(a)(8) and (e)(5). Except to the extent expressly provided otherwise in Attachment 2, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of Attachment 2, then BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of Attachment 2, then CLEC must pay for the cost to have the work performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment from CLEC, BellSouth shall perform the Routine Network Modification. Each request will be handled as a project on an individual case basis.

26. Should BellSouth be required to permit commingling of UNEs or Combinations with any service, network element or other offering that it is obligated to make available pursuant to Section 271 of the Act? [Att. 2 § 1.10.3]

BELLSOUTH'S POSITION: No. BellSouth is not required to commingle UNEs or combinations with services, network elements or other offerings made available only pursuant to Section 271 of the Act.

27. Should BellSouth be permitted to charge Cbeyond for dispatching and testing required to confirm the working status of a Network Element or Other Service provided by BellSouth? [Att. 2 § 1.10.4]

BELLSOUTH'S POSITION: Yes. It is Cbeyond's obligation to isolate a trouble to the BellSouth network prior to sending in a trouble report. If a trouble report is submitted and there is actually no trouble on the loop, then BellSouth should be allowed to recover its costs for confirming that the circuit is working properly.

28. Should the Agreement incorporate the rates, terms and conditions that apply if Cbeyond modifies an order after being sent a Firm Order Clarification (FOC) from BellSouth for such order? [Att. 2 § 1.11.3]

BELLSOUTH'S POSITION: No. The applicable rates are set forth in section 5 of BellSouth's FCC Tariff No. 1.

29. Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service? [Att. 2 § 1.11.4]

BELLSOUTH'S POSITION: Yes. Fractional billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

30. (a) What terms and conditions should apply for Cbeyond's access to the local loop on an unbundled basis?

(b) How should the local loop network element be defined?

(c) Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops? [Att. 2 § 2.1.1]

BELLSOUTH'S POSITION: (a) BellSouth shall provide Cbeyond with nondiscriminatory access to the local loop on an unbundled basis, in accordance with Section 251(c)(3) of the Act and FCC Rule 51.319(a).

(b) The local loop network element should be defined as a transmission facility between a distribution frame (or its equivalent) in a BellSouth central office and the loop demarcation point at an End User's premises, including inside wire owned by BellSouth.

(c) Yes. Pursuant to the FCC's definition, a loop terminates at the End User's premises, not a cell site, carrier's switch/premises, mobile switching center or base station.

31. Should the local loop element include all electronics used to establish the transmission path to the End User's premises? [Att. 2 § 2.1.1.1]

BELLSOUTH'S POSITION: No. The local loop element includes all features, functions, and capabilities of such transmission facility, including the network interface device, and attached electronics (except those used to provide advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises.

32. Should the Agreement include a provision that expressly limits the purchase of loops by Cbeyond, or otherwise prevents Cbeyond from converting Special Access circuits to Loops, if such Loops will be used by Cbeyond to provide wireless telecommunications services? [Att. 2 § 2.1.2]

BELLSOUTH'S POSITION: Yes. BellSouth is not required to unbundle facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station.

33. (a) What terms and conditions should apply to Cbeyond's access to the copper loop on an unbundled basis?

(b) How should the copper loops be defined for purposes of the Agreement?

(c) Should any requirements or restriction applicable to the copper loop similarly be applied to DS1 and DS3 copper loops provided by BellSouth?
[Att. 2 § 2.2.1]

BELLSOUTH'S POSITION: (a)-(c): BellSouth will provide access to unbundled Copper Loops as required by FCC Rule 51.319(a)(1). With respect to subpart (c), the applicable parts of the FCC rule has been vacated. Consequently, BellSouth is not be required to provide the referenced elements at TELRIC rates.

34. (a) What terms and conditions should apply for Cbeyond's access to the hybrid loop on an unbundled basis?

(b) How should the hybrid loop be defined for all purposes of the Agreement? [Att. 2 § 2.2.2]

BELLSOUTH'S POSITION: (a)-(b): BellSouth will provide access to unbundled Hybrid Loops as required by FCC Rule 51.319(a)(2).

35. (a) Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

(b) How should a "fiber-to-the-Home loop" be defined? [Att. 2 § 2.2.3]

BELLSOUTH'S POSITION: (a) Yes. The unbundling relief provided under FCC Rule 319(a)(3) is applicable to all Fiber-to-the-Home Loops.

(b) BellSouth will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3).

36. Should BellSouth be required to retire existing copper loops pursuant to all applicable FCC and Commission orders? [Att. 2 §§ 2.2.3.1.1, 2.2.3.1.3]

BELLSOUTH'S POSITION: Yes. BellSouth will maintain the existing copper loop connected to the particular end user's premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless BellSouth retires the copper loop pursuant to all applicable FCC and Commission rules.

37. Should language incorporating the FCC's cap on unbundled DS3 loops track FCC Rule 319(a)(5)(iii) or incorporate alternative wording proposed by BellSouth? [Att. 2 § 2.3.2]

BELLSOUTH'S POSITION: The FCC rule has been vacated. This issue is, therefore, not appropriate for inclusion in this arbitration.

38. How should "Dark Fiber Loops" be defined? [Att. 2 § 2.3.3]

BELLSOUTH'S POSITION: See Response to Issue No. 37.

39. What legal standard applies to BellSouth's obligations to test all loops provisioned to Cbeyond? [Att. 2 § 2.4.5]

BELLSOUTH'S POSITION: BellSouth will test loops in a non-discriminatory manner and at parity with the tests BellSouth provides for its own customers.

40. Should the Agreement incorporate the rates for overtime charges that may apply for Order Coordination (OC) and Order Coordination-Time Specific (OC-TS) outside BellSouth's normal work hours? [Att. 2 § 2.5.3]

BELLSOUTH'S POSITION: No. The overtime rates are set forth in section E13.2 of BellSouth's Access Tariff.

41. Should BellSouth offer to Cbeyond a 4-Wire HDSL-Compatible Loop up to 18,000 feet long? [Att. 2 § 2.12.5]

BELLSOUTH'S POSITION: No. There are no industry standards or Carrier Serving Area (CSA) specifications for HDSL Loops 18,000 feet long with up to 2,500 of bridge tap. However, BellSouth does offer copper loops up to 18,000 feet in length which Cbeyond may use to provide HDSL service.

42. Are DS3 loops subject to a mileage-based charge? [Att. 2 § 2.12.8.1]

BELLSOUTH'S POSITION: See Response to Issue No. 37.

43. (a) How should Line Conditioning be defined in the Agreement?

(b) What should BellSouth's obligations be with respect to line conditioning? [Att. 2 § 2.14.1]

BELLSOUTH'S POSITION: (a) Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers.

(b) BellSouth should perform line conditioning functions as defined in 47 C.F.R. § 319(a)(1)(iii) to the extent the function is a routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers.

44. Should the Agreement contain specific provisions limiting the availability of load coil removal to copper loops and sub-loops of 18,000 feet or less in length? [Att. 2 § 2.14.1.1]

BELLSOUTH'S POSITION: Yes. BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth Technical Reference 73600.

45. Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps? [Att. 2 §§ 2.14.2, 2.14.2.1]

BELLSOUTH'S POSITION: Any copper loop ordered by Cbeyond which has over 6,000 feet of combined bridged tap will be modified, upon request by Cbeyond, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Cbeyond. The rates set forth in Exhibit A to Attachment 2 should apply to loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet.

46. Should BellSouth, upon request by Cbeyond, modify a Loop so that it no longer meets the technical parameters of the existing loop type? [Att. 2 § 2.14.4]

BELLSOUTH'S POSITION: No. BellSouth should not be required to modify a Loop in such a way that the Loop would no longer meet the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) ordered. Modifying a loop in such a manner would not be consistent with industry standards and would cause maintenance and repair problems.

47. Is BellSouth required to provide to Cbeyond Unbundled Network Terminating Wire (UNTW) in Multi-Dwelling Units and/or Multi-Tenant Units where Bellsouth owns, controls or leases multiunit premises wiring? [Att. 2 § 2.18.5.2]

BellSouth issue statement:

Under what terms and conditions should BellSouth be required to provide Unbundled Network Terminating Wire (UNTW) in Multi- Dwelling Units and/ or Multi- Tenant Units?

BELLSOUTH'S POSITION: This element should be required to be provided only in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party should be required to

provide UNTW in locations where the property owner provides its own wiring to the End User's premises or where a third party owns the wiring to the End User's premises.

48. (a) Should Cbeyond be compelled to provide BellSouth unbundled access to Unbundled Network Terminating Wire?

(b) Should Cbeyond be required to install UNTW Access Terminals for use by BellSouth at no charge to BellSouth? [Att. 2 §§ 2.18.5.2, 2.18.5.3.2, 2.18.5.3.2.1, 2.18.5.3.2.2, 2.18.5.3.3, 2.18.5.3.4, 2.18.5.3.5, 2.18.5.3.6, 2.18.5.3.7, 2.18.5.3.8]

BELLSOUTH'S POSITION: (a) Yes. In locations where Cbeyond owns the UNTW, BellSouth should be allowed to access that UNTW under the same terms and conditions that BellSouth provides UNTW to Cbeyond.

(b) No. BellSouth is not asking to have access terminals placed at no charge. Instead, BellSouth should pay to Cbeyond the same rates that Cbeyond pays to BellSouth for providing access terminals at Cbeyond's request.

49. How should BellSouth provide access to UNTW pairs?
[Att. 2 §§ 2.18.5.3.1, 2.18.5.3.3]

BELLSOUTH'S POSITION: BellSouth agrees to Cbeyond's proposed contract language. Consequently, there is no issue for the Commission to arbitrate.

50. Under what circumstances, if any, should BellSouth be required to extend or install additional UNTW?

BellSouth issue statement:

Under what circumstances, if any, should a Party be required to extend or install additional UNTW? [Att. 2 § 2.18.5.3.2]

BELLSOUTH'S POSITION: The Provisioning Party should not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party, unless it would do so upon request from one of its own end users.

51. Should the Network Interface Device (NID) be permitted to serve an access terminal for purposes related to BellSouth's provision of Unbundled Network Terminating Wire to Cbeyond? [Att. 2 § 2.18.5.3.3]

BELLSOUTH'S POSITION: No. The NID is the terminating point of the UNTW cable and is located inside the end user's premises. An access terminal must be placed at a Garden Terminal or equipment closet to provide such access.

52. Should Cbeyond have to agree to language that requires them to “ensure” that a customer that has asked to switch service to Cbeyond is already no longer using another carrier’s service on that pair – or – will language obligating Cbeyond to use commercially reasonable efforts to access only an “available pair” suffice?

BellSouth issue statement:

Should the Requesting Party be responsible for ensuring that the End User is no longer using the Provisioning Party’s service or another CLEC’s service before accessing UNTW pairs? [Att. 2 § 2.18.5.3.3]

BELLSOUTH’S POSITION: Yes.

53. Should BellSouth be permitted to bill to Cbeyond a nonrecurring charge equal to the actual cost of provisioning an Access Terminal in the event that Cbeyond has not activated at least 10 percent of such Access Terminal within 6 months of installation by BellSouth? [Att. 2 § 2.18.5.3.8.1]

BELLSOUTH’S POSITION: Yes. If Cbeyond has not activated at least 10 percent of such Access Terminal within 6 months, Cbeyond will have caused BellSouth to incur an unnecessary cost by having an under-utilized Access Terminal.

54. Should Cbeyond be required to provide to BellSouth copies of its billing records to substantiate the date on which Cbeyond activated its UNTW pairs?

BellSouth issue statement: *Should the Requesting Party be required to provide to the Provisioning Party copies of its billing records to substantiate the date on which the Requesting Party activated its UNTW pairs?* [Att. 2 § 2.18.5.3.9]

BELLSOUTH’S POSITION: Yes. The Requesting Party should be required, upon request, to provide copies of its billing records to substantiate such date. However, if other documentation is available to substantiate the date on which the Requesting Party activated its UNTWP pairs, the Requesting Party may provide such documentation instead of billing records.

55. (a) Should BellSouth be required to provide written confirmation of the availability of a dark fiber loop within a designated period of time?

(b) If so, what should that timeframe be?

(c) Upon request by Cbeyond, should BellSouth hold for Cbeyond available Dark Fiber (loop or transport) requested by Cbeyond for a designated period of time?

(d) If so, what should that timeframe be? [Att. 2 §§ 2.19.3.4, 7.7.3]

BELLSOUTH'S POSITION: (a)-(d): The FCC rule requiring BellSouth to provide unbundled dark fibers at TELRIC rates has been vacated. Therefore, this is not an appropriate issue for this arbitration.

56. If Dark Fiber (loop or transport) requested by Cbeyond is available, what interval should apply for BellSouth to provision such Dark Fiber to Cbeyond? [Att. 2 §§ 2.19.3.5, 7.7.4]

BELLSOUTH'S POSITION: See Response to Issue No. 55.

57. Under what circumstances should BellSouth be required to provide Cbeyond with Loop Makeup information on a BellSouth facility used or leased by a carrier other than BellSouth? [Att. 2 § 2.20.1.3]

BELLSOUTH'S POSITION: BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

58. Should language incorporating the FCC's High Capacity EEL Service Eligibility Criteria use the word "customer" or "end user"? [Att. 2 §§ 5.2.5.2, 5.2.5.2.1, 5.2.5.2.2, 5.2.5.2.3, 5.2.5.2.4, 5.2.5.2.5, 5.2.5.2.7]

BELLSOUTH'S POSITION: The referenced FCC rule has been vacated. Therefore, this issue is not appropriate for arbitration.

59. What requirements should apply to EEL audits? [Att. 2 §§ 5.2.6.1, 5.2.6.2]

BELLSOUTH'S POSITION: See Response to Issue No. 58.

60. How should "Dark Fiber Transport" be defined under the Agreement? [Att. 2 § 7.1.1.2]

BELLSOUTH'S POSITION: The FCC rule requiring the unbundling of Dark Fiber Transport has been vacated. Therefore, this is not an appropriate issue for arbitration.

61. Should BellSouth be required to send SS7 messages or call-related database queries to Cbeyond or to a third party, unless otherwise agreed to by the Parties under a separate agreement? [Att. 2 § 8.2]

BELLSOUTH'S POSITION: No. BellSouth is not obligated by the Act to query another party's database.

62. Should BellSouth make available to Cbeyond SS7 Interconnection? [Att. 2 § 14.1]

BELLSOUTH'S POSITION: BellSouth has always made SS7 interconnection available to facilities-based CLECs using either A-links to the CLEC central office or B-links to the CLEC Signal Transfer Points ("STPs"). For non-facilities-based CLECs, SS7 interconnection is available via BellSouth's tariffs or separate commercial agreements.

63. Should BellSouth provide to Cbeyond access to Operations Support Systems on an unbundled basis? [Att. 2 § 18.1]

BELLSOUTH'S POSITION: Yes. However, it is unnecessary to include this provision in Attachment 2 of the Agreement because BellSouth's OSS obligations are expressly set forth in Attachment 6.

64. Should Cbeyond be required to pay 100% of the recurring and nonrecurring charges for two-way trunks carrying Transit Traffic? [Att. 3 § 4.5]

BELLSOUTH'S POSITION: Yes. For two-way trunk groups that carry only both parties' Local Traffic, the parties should be compensated at 50 percent of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Cbeyond should be responsible for ordering and paying for any two-way trunks carrying Transit Traffic because such traffic involves third-party traffic.

65. Should Feature Group A traffic be excepted from the language that states that BellSouth will not switch switched access traffic through more than one BellSouth access tandem? [Att. 3 § 4.9.2.3]

BELLSOUTH'S POSITION: No. Feature Group A traffic cannot be switched through more than one access tandem due to the fact that Feature Group A is a line-side

service and the Access Tandems are only trunk-side capable. Cbeyond's position is, therefore, not technically feasible.

66. (a) Should BellSouth be required to provide upon request, for a global outage or any trunk group outage that has occurred 3 or more times in a 60 day period, a written root cause analysis report? [Att. 3 § 7.1.5]

(b) If so, how soon should such report be provided?

BELLSOUTH'S POSITION:

(a) No. BellSouth should provide a written root cause analysis for global outages for an entire trunk group, but not for other outages. There is no need for a provision that a written root cause analysis be provided in every case in which an individual trunk in a given trunk group is out of service three (3) or more times in a 60-day period.

(b) The target interval for root cause analysis on global outages should be 10 – 30 business days.

67. What provisions should apply regarding a failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues? [Att. 3 § 8.4.6]

BELLSOUTH'S POSITION: In the event that either Party was provided the accurate switched access detailed usage data in a manner that allowed that Party to generate and provide such data to the other Party in a reasonable timeframe and the other Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the sending Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues.

68. Should BellSouth be allowed to charge Cbeyond a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic? [Att. 3 § 8.5.1]

BELLSOUTH'S POSITION: Yes. BellSouth is not obligated to provide the transit function and Cbeyond has the right pursuant to the Act to request direct interconnection to other carriers. Additionally, BellSouth incurs costs beyond those the Commission ordered rates are designed to address, such as the costs of sending records to Cbeyond identifying the originating carrier. BellSouth does not charge Cbeyond for these records and does not recover those costs in any other form. However, this issue is not appropriate for arbitration in this proceeding because it involves a request by

Cbeyond that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.

69. Under what terms should Cbeyond be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/Cbeyond originated traffic? [Att. 3 § 8.5.4]

BELLSOUTH'S POSITION: In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by Cbeyond, Cbeyond should reimburse BellSouth for all charges paid by BellSouth.

70. (a) With the exception of toll-free Transit calls, should transit charges apply only to the carrier originating Transit Traffic?

(b) Should transit charges apply only to the carrier terminating toll-free Transit Traffic? [Att. 3 §§ 8.5.5, 8.5.6]

BELLSOUTH'S POSITION:

(a) Yes. Except for toll free Transit Traffic, transit charges should only be assessed on the carrier originating Transit Traffic

(b) Yes. Transit charges associated with the provisioning of toll free services (e. g., 800/ 888/ 877) should only be assessed on the terminating carrier. BellSouth believes that there is no material disagreement on this issue and that the parties should be able to remove it from this arbitration.

71. What restrictions should apply to Cbeyond's use of collocation space or collocated equipment/facilities that impact other carriers? [Att. 4 § 5.19]

BELLSOUTH'S POSITION: Cbeyond should be prohibited from installing or operating any equipment, facilities or services that (1) significantly degrades (defined as an action that noticeably impairs a service from a user's perspective), interferes with or impairs service provided by BellSouth or by 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 of any other entity or person; (3) compromises the privacy of any communications routed through the Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public.

72. To the extent that Cbeyond paid for space preparation and power on a non-recurring or ICB, how should those payments be accounted for in light of the current collocation rate structure? [Att. 4 §§ 8.1, 8.5]

BELLSOUTH'S POSITION: When rates have been "grandfathered," the rates that apply are those in effect prior to the Effective Date of the Agreement or as otherwise specified within the Agreement. There should be no other exceptions allowed for the application of "grandfathered" rates, nor should Cbeyond be permitted to pick a more current rate, if lower than the "grandfathered" rate, for billing purposes.

With respect to DC power, for which Cbeyond paid the installation costs on an individual case basis or non-recurring charge rate schedule, Cbeyond should only be required to pay the monthly recurring charge that includes an AC usage component and that portion of the monthly recurring charge that recovers the DC power infrastructure costs for ongoing activities associated with maintaining, repairing, and upgrading the existing DC power infrastructure in the central office.

With respect to space preparation fees, if these fees were billed to and paid in full by Cbeyond under an individual case basis or non-recurring charge pricing structure at the time Cbeyond initially occupied the assigned collocation space, then Cbeyond should not be assessed any further space preparation fees for this collocation space. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement should be billed pursuant to the current monthly recurring space preparation fees set forth in Exhibit B of this Attachment.

73. When should BellSouth commence billing of recurring charges for power?
[Att. 4 § 8.3]

BELLSOUTH'S POSITION: If Cbeyond has met the applicable fifteen (15) calendar day walk-through interval specified in Section 4.1 of this Attachment, billing for recurring power charges should commence upon the Space Acceptance Date. If Cbeyond fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval, billing for recurring power charges should commence on the Space Ready Date. If Cbeyond occupies the space prior to the Space Ready Date, then the date Cbeyond occupies the space should be deemed the new Space Acceptance Date and billing for recurring power charges should begin on that date.

74. Under what terms should Cbeyond be provided escorted access to a BellSouth manhole? [Att. 4 § 8.8]

BELLSOUTH'S POSITION: BellSouth should only be required to provide Cbeyond with escorted security access to a BellSouth manhole for a BellSouth Premises in which Cbeyond currently has or is in the process of obtaining collocation space. The rates assessed to Cbeyond for a security escort will not apply when BellSouth or its Certified Supplier directly caused the problem resulting in the need for Cbeyond to obtain access to the manhole. Further, in the event BellSouth fails to show up within one-half (1/2) hour of the scheduled time for a security escort, Cbeyond should not be charged for

such escort, and a new security escort should be scheduled by Cbeyond and will be provided by BellSouth at no charge. BellSouth will wait for one half (1/2) hour after the scheduled time for such a security escort and Cbeyond should be required to pay for such half hour charges if Cbeyond or Cbeyond's BellSouth Certified Supplier fails to show up.

75. What rates should apply for BellSouth-supplied DC power? [Att. 4 §§ 8.10, 8.10.1, 8.10.2]

BELLSOUTH'S POSITION: Recurring charges for -48V DC power should be assessed on a "per fused amp" basis, in accordance with the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Under this "per fused amp" billing methodology, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under an ICB pricing or non-recurring charge arrangement and there will be rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via monthly recurring charges.

Cbeyond should be billed at the Commission's most recent approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of Cbeyond having provided documentation to BellSouth demonstrating that Cbeyond has fully paid the installation costs under an individual case basis or non-recurring charge rate structure for the collocation arrangement power installation, then Cbeyond should only be billed the monthly recurring rate for the DC power in effect prior to the effective date of the Agreement, or, if such grandfathered rates had not been incorporated into the Parties' most recent Agreement, the rates contained in Exhibit B of this Attachment, which reflect only that portion of the monthly recurring charges associated with AC usage and the DC power infrastructure costs for ongoing activities associated with maintaining, repairing and upgrading the existing DC power infrastructure in the central office.

76. (a) Under the fused amp billing option, how should recurring and non-recurring charges be applied?

(b) What should the charges be? [Att. 4 § 9.1.1]

BELLSOUTH'S POSITION:

(a) Monthly recurring charges for -48V DC power should be assessed per fused amp per month based upon the BellSouth Certified Supplier engineered and installed power feed fused amperage capacity, in a manner consistent with Commission orders and as set forth in Section 8 of Attachment 4 (See Issue 4-5 above). Non-recurring charges for -48V DC power would not apply under the Commission's current rate structure.

(b) The monthly recurring charges for –48V DC power should be the current rates ordered by the Commission, as set forth in Exhibit B of the Attachment.

77. (a) Should Cbeyond be permitted to choose between a fused amp billing option and a power usage metering option?

(b) If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be? [Att. 4 §§ 9.1.2, 9.1.3, 9.1.3.1, 9.1.3.2, 9.1.3.3, 9.1.3.4, 9.1.3.5, 9.1.3.6]

BELLSOUTH’S POSITION:

(a) No. Cbeyond should not be permitted to choose between a fused amp billing option and a power usage metering option. Although the Florida and Georgia Commissions have ordered that a power usage metering option be implemented, these Commissions have not yet determined the appropriate power metering rate structure and the associated rate elements that would be assessed to CLECs that choose this option. Therefore, BellSouth cannot offer a power usage metering option in Florida and Georgia until these issues have been resolved by the respective State Commissions.

(b) If power usage metering is allowed, monthly recurring charges for -48V DC power should be assessed based on (1) an AC usage component of the DC power consumed by Cbeyond, as determined by Cbeyond’s actual metered usage for each power feed (the A and B feeds), or at least 10 amps of AC power for each A and B feed associated with each power cable and (2) a power infrastructure component based on Cbeyond’s requested fused amperage capacity, which would recover the costs of the DC power plant and the associated equipment required to convert AC power to DC power.

The Commission’s current approved monthly recurring DC power rate (which is a fused amp rate) would be apportioned appropriately into the AC usage component and the power infrastructure component based upon the cost study inputs used initially to develop the Commission ordered DC power rate.

Monthly recurring charges would also be assessed, on a per site basis, for Cbeyond’s collocation arrangements in each state, to recover: 1) BellSouth’s expenses to program the applicable billing systems to accept and process the power usage measurement option, 2) BellSouth’s expenses associated with its workforce loading the measured power usage data into BellSouth’s OSS and billing systems, and 3) the costs for a BellSouth employee or BellSouth Certified Supplier to provide the clamp-on ammeter or other measurement device and perform the task of measuring the actual power usage at each requested collocation site.

The monthly recurring charges for the AC usage component, the power infrastructure component, and the Meter Reading expense would be included in and assessed pursuant to Exhibit B of this Attachment.

A non-recurring "Additional Meter Reading Trip Charge" would be assessed on a per site basis when Cbeyond requests an unscheduled power usage reading be taken at a particular central office or if Cbeyond fails to provide access to its collocation space or fails to provide BellSouth or the BellSouth Certified Supplier with sufficient notification of the necessity to cancel and/or reschedule the initial agreed-upon appointment. This charge would appear on Cbeyond's next monthly billing statement.

The non-recurring charge associated with the submission of a Subsequent Application, to convert existing collocation arrangements to a power metering option or to remove or install telecommunications equipment in Cbeyond's space, would be billed on the date that BellSouth provides an Application Response to the Subsequent Application.

The non-recurring "Additional Meter Reading Trip Charge" and the Subsequent Application Fee would be included in and assessed pursuant to Exhibit B of this Attachment.

78. For the purpose of BellSouth's provisioning functions that are not managed by BellSouth's Customer Wholesale Interconnection Network Services (CWINS) Centers or BellSouth's Local Carrier Service Centers (LCSC), how should BellSouth's normal working hours be defined for the purpose of establishing when overtime charges do not apply? [Att. 6 § 1.2]

BELLSOUTH'S POSITION: BellSouth will provision requests during normal business hours as referenced on BellSouth's interconnection website. Provisioning support required by Cbeyond outside of those hours will be considered outside of normal business hours and will be subject to overtime billing.

79. (a) Should Cbeyond be required to provide to Bellsouth electronic access to Cbeyond's customer record information within firm intervals?

(b) Should Cbeyond be required to provide to BellSouth manual access to Cbeyond's customer record information within firm intervals?
[Att. 6 §§ 2.1.3.1, 2.1.3.2]

BELLSOUTH'S POSITION:

(a) No. Cbeyond should not be required to provide electronic access to CSRs.

(b) Yes. Cbeyond should be required to provide CSR information within specified intervals, whether electronically or manually. BellSouth is required to provide CSRs to CLECs in intervals prescribed by this Commission that, if not met, require BellSouth to

pay SEEMs penalties. If Cbeyond is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all local service providers.

80. (a) What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

(b) How should disputes over alleged unauthorized access to CSR information be handled under the Agreement?
[Att. 6 § 2.1.4.1]

BELLSOUTH'S POSITION:

(a) The Party receiving such notice should provide documentation within five (5) calendar days of receipt of the notice proving that its access to the CSR information was authorized.

(b) In its written notice to the other Party the alleging Party should be required to state that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

81. Should BellSouth, upon request by Cbeyond, be required to provide to Cbeyond a root cause analysis within 48 hours of receiving Cbeyond's request? [Att. 6 § 2.1.6.1]

BELLSOUTH'S POSITION: No. BellSouth currently has in place regional Root Cause Analysis (RCA) processes to serve all CLECs, according to specific areas of BellSouth's wholesale operations, e.g., Local Carrier Service Center (LCSC), Carrier Interconnection Service Center (CISC), and Carrier Wholesale Interconnection Network Services (CWINS) Center. BellSouth will provide to Cbeyond RCAs in accordance with the guidelines of those existing processes. There should be no requirement to include in the Interconnection Agreement any specific details regarding these operational processes.

82. What procedures should apply to credit Cbeyond's account for Maintenance and Services charges paid by Cbeyond in the event that BellSouth, in response to a subsequent trouble ticket submitted by Cbeyond, determines that the trouble reported by Cbeyond actually resides on BellSouth's side of the demarcation point? [Att. 6§ 2.1.7.1]

BELLSOUTH'S POSITION: Cbeyond should use the billing dispute resolution process to challenge the billed charges that occur as a result of a No Trouble Found maintenance request.

83. Should charges for substantially similar OSS functions performed by the parties be reciprocal? [Att. 6 § 2.10]

BELLSOUTH'S POSITION: Yes. However, Cbeyond shall only be able to bill BellSouth a single manual OSS charge (SOMAN) or a single electronic OSS charge (SOMECH), if applicable, per local service request associated with the "port back" of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement.

84. Should Cbeyond be required to return a FOC for porting a number to BellSouth within a firm interval? [Att. 6 § 3.2.2]

BELLSOUTH'S POSITION: Yes. BellSouth is required to provide FOCs to CLECs within intervals prescribed by this Commission that, if not met, require BellSouth to pay SEEMs penalties. If Cbeyond is not held to the same standard, the End User is impaired by being unable to receive the same service interval from all Local service providers.

85. Should Cbeyond be required to provide a Reject Response to BellSouth within a firm interval? [Att. 6 § 3.2.3]

BELLSOUTH'S POSITION: Yes. BellSouth is required to provide FOCs to CLECs within intervals prescribed by this Commission that, if not met, require BellSouth to pay SEEMs penalties. If Cbeyond is not held to the same standard, the End User is impaired by being unable to receive the same service interval from all Local service providers.

86. When multiple UNEs are ordered on a single LSR based on inaccurate BellSouth loop make-up information as to some of the UNEs, should Cbeyond be entitled to cancel all or a subset of the UNEs, Combinations or Other Services on the LSR without incurring a cancellation charge? [Att. 6 § 3.6]

BELLSOUTH'S POSITION: No. Where Cbeyond places a single LSR for multiple network elements for services based upon LMU information, and the 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 LMU information, Cbeyond may cancel its request for those network elements or services without incurring cancellation charges. Should Cbeyond elect to cancel the entire LSR, cancellation charges shall apply to those elements and services that were not the subject of inaccurate LMU information.

87. (a) Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

(b) If so, what rates should apply?

(c) What should be the interval for such mass migrations of services?

[Att. 6 §§ 3.9 and 3.9.1]

BELLSOUTH'S POSITION: This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves matters that are not encompassed within BellSouth's obligations pursuant to Section 251 of the Act. To the extent it is, nevertheless, arbitrated, BellSouth's position is as follows:

(a) No. Each and every Merger, Acquisition and Asset Transfer is unique and requires project management and planning to ascertain the appropriate manner in which to accomplish the transfer, including how orders should be submitted. The vast array of services that may be the subject of such a transfer, under the Agreement and both state and federal tariffs, necessitates that various forms of documentation may be required.

(b) The rates by necessity must be negotiated between the Parties based upon the particular services to be transferred and the work involved.

(c) No finite interval can be set to cover all potential situations. While shorter intervals can be committed to and met for small, simple projects, larger and more complex projects require longer intervals and prioritization and cooperation between the Parties.

88. What time limits should apply to backbilling, overbilling, and underbilling issues? [Att. 7 § 1.1.3]

BELLSOUTH'S POSITION: All charges incurred under the Agreement should be subject to the state's statute of limitations or applicable Commission rules. Back-billing

alone should not be subject to a shorter limitations period than any other claims related to billing under the agreement.

89. Should there be conditional language that requires Cbeyond to pay BellSouth for charges related to local switching if Cbeyond purchases local switching from BellSouth? [Att. 7 § 1.1.4]

BellSouth issue statement: Should the Agreement provide for what rates will apply if Cbeyond orders services not addressed in the Agreement?

BELLSOUTH'S POSITION: Yes. Any such services should be provided pursuant to the rates, terms, and conditions set forth in the applicable tariffs or in a separately negotiated agreement.

90. (a) What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

(b) What intervals should apply to such changes?
[Att. 7 § 1.3]

BELLSOUTH'S POSITION: This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves a request that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act. To the extent the issue is, nevertheless, arbitrated, BellSouth's position is as follows:

(a) BellSouth is permitted to recover its costs and Cbeyond should be charged a reasonable records change charge. Requests for this type of change should be submitted to the BFR/NBR process.

(b) The Interval of any such project should be determined by the BFR/NBR process based upon the complexity of the project.

91. When should payment of charges for service be due? [Att. 7 § 1.5]

BELLSOUTH'S POSITION: Payment for services should be due on or before the next bill date (Payment Due Date) in immediately available funds.

92. (a) Should the right to impose Late Payment Charges under the Agreement be reciprocal?

(b) What late payment charges should apply for amounts received after the payment due date, or otherwise in funds not immediately available to the billing party?

(c) What fee should be assessed for returned checks? [Att. 7 § 1.8]

BELLSOUTH'S POSITION:

(a) Yes. Late Payment Charges under this Agreement should be reciprocal.

(b) The late payment charge set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Interstate Access Tariff should apply.

(c) The Commission approved rate from the GSST should apply or, in the absence of such, the amount permitted by state law.

93. What recourse should a Party have if it believes the other Party is engaging in prohibited, unlawful or improper use of its facilities or services, abuse of the facilities or noncompliance with the Agreement or applicable tariffs? [Att. 7 § 1.9.1]

BELLSOUTH'S POSITION: Each Party should have the right to suspend or terminate service in the event it believes the other party is engaging in any such practices.

94. (a) Should the right to suspend or terminate service for nonpayment be reciprocal?

(b) Should Cbeyond be required to pay past due amounts in addition to those specified in BellSouth's notice of suspension or termination for nonpayment in order to avoid suspension or termination? [Att. 7 § 1.9.2]

BELLSOUTH'S POSITION:

(a) **Yes.** The Parties should be subject to suspension and termination of service for nonpayment.

(b) Yes. If Cbeyond receives a notice of suspension or termination from BellSouth as a result of Cbeyond's failure to pay timely, Cbeyond should be required to pay all amounts that are past due as of the date of the pending suspension or termination action.

95. Should the Parties be required to comply with all applicable FCC and Commission rules and orders regarding discontinuance or termination of service? [Att. 7 § 1.9.4]

BELLSOUTH'S POSITION: Yes. The Parties should be required to comply with all applicable FCC and Commission rules and orders regarding discontinuance or termination of service.

96. (a) Should different deposit requirements apply to new CLEC customers and existing CLEC customers of BellSouth?

(b) If so, how should "new" and "existing" CLEC customers be defined?
[Att. 7 §§ 1.10, 1.10.1, 1.10.2]

BELLSOUTH'S POSITION:

(a) Yes. New CLEC customers should be held to different deposit requirements than existing CLEC customers because BellSouth does not have any billing history with new CLECs. This should not affect Cbeyond, as it is an existing customer. However, this Agreement is subject to adoption under Section 252(i) and, accordingly, this provision is needed to limit BellSouth's exposure if the Agreement is adopted by a new CLEC.

(b) A new CLEC is a customer that does not have an existing relationship with BellSouth, including a new company, a CLEC that has emerged from bankruptcy, and a CLEC who left the BellSouth network. An existing CLEC customer is one that has a current relationship with BellSouth.

97. Should the form of credit profile BellSouth seeks Cbeyond to complete be attached to the Agreement? [Att. 7 § 1.10]

BELLSOUTH'S POSITION: No. The Credit Profile is posted on the Internet at the interconnection customer web site. There is no reason to attach it to the contract.

98. In the case of a bankruptcy filing by Cbeyond, under what circumstances should BellSouth be entitled to treat Cbeyond as a new customer? [Att. 7 § 1.10.1]

BELLSOUTH'S POSITION: BellSouth should be permitted to treat Cbeyond as a new customer once Cbeyond emerges from bankruptcy.

99. What form of security deposit should be acceptable under the Agreement?
[Att. 7 § 1.10.2]

BELLSOUTH'S POSITION: The security required should take the form of cash, an Irrevocable Letter of Credit (BellSouth Form) or Bond (BellSouth Form).

100. (a) How many months of billing should be used to determine the maximum amount of the deposit?

(b) Should the amount of the deposit BellSouth requires from Cbeyond be reduced by past due amounts owed by BellSouth to Cbeyond?

(c) Should deposit requirements for existing CLECs be based on an average of monthly billings for the most recent six months? [Att. 7 §§ 1.10.2, 1.10.7.1]

BELLSOUTH'S POSITION:

(a) The average of two (2) months of actual billing for existing customers or estimated billing for new customers, which is consistent with the telecommunications industry's standard and BellSouth's practice with its end users, should be used to determine the maximum amount of the deposit.

(b) No. A CLEC's remedy for addressing late payment by BellSouth should be suspension/termination of service or application of interest/late payment charges, which is BellSouth's remedy for addressing late payments by Cbeyond.

(c) Yes. BellSouth requirements for deposit for an existing CLEC should be based on the most recent six months of monthly billing.

101. Does the security submitted to BellSouth by Cbeyond impact Cbeyond's payment obligations under the Agreement or its ability to dispute charges per the bill dispute provisions set forth in Section 2 of Attachment 7 of the Agreement? [Att. 7 § 1.10.3]

BELLSOUTH'S POSITION: No. Any security deposit shall in no way release Cbeyond from its obligations to make complete and timely payments of its bills, subject to the dispute resolution provisions set forth in Section 2 of Attachment 7 of the Agreement.

102. (a) For purposes of collecting, offsetting and returning deposits under the Agreement, how should "good payment history" be defined?

(b) Should determination of a good payment history be predicated on "net-thirty" day terms from the date of the invoice or based on the payment due date standard ultimately decided in this arbitration (see Issue No. 91, Item No. 7-4)? [Att. 7§ 1.10.4.1]

BELLSOUTH'S POSITION:

(a) A "good payment history" should mean that less than 5% of the non-disputed receivable balance is aged over 30 days.

(b) Net-30 days, which is the industry standard.

103. What factors may be considered by BellSouth in its determination to impose a security deposit requirement on an existing customer? [Att. 7 §§ 1.10.4, 1.10.4.1, 1.10.4.2, 1.10.4.3, 1.10.4.3.1, 1.10.4.3.2, 1.10.4.3.3]

BELLSOUTH'S POSITION: BellSouth may seek additional security, subject to a standard of commercial reasonableness, if a material change in the circumstances of CLEC so warrants and/or gross monthly billing has increased beyond the level most recently used to determine the level of security deposit. Payment history is an indicator of past performance and future willingness but not future ability to pay. Other factors must also be looked at in order to determine credit worthiness.

104. Should BellSouth be entitled to additional security in the event that Cbeyond files for bankruptcy protection during the term of the Agreement? [Att. 7 § 1.10.5]

BELLSOUTH'S POSITION: Once a CLEC emerges from bankruptcy, it should be treated as a new customer for deposit purposes.

105. Should BellSouth be entitled to terminate service to Cbeyond pursuant to Section 1.10.7 of Attachment 7 of the Agreement upon notice of default of a bank or other loan provider and upon Cbeyond's failure to obtain a waiver from such default? [Att. 7 § 1.10.6]

BELLSOUTH'S POSITION: No. Bellsouth would not terminate service upon notice of default of a bank or other loan provider, but it may request additional security.

106. When Should BellSouth be able to terminate service to Cbeyond if Cbeyond refuses to remit a deposit? [Att. 7 §§ 1.10.7, 1.10.7.1, 10.7.2]

BELLSOUTH'S POSITION: If, at any time during the term of this Agreement, Cbeyond fails to comply with the requirements of Section 1.10.7, BellSouth shall provide notice to Cbeyond of its intent to implement this subsection and shall provide Cbeyond five (5) business days from the date of the notice for Cbeyond to inform BellSouth whether it shall comply with subsection 1.10.7.1 or subsection 1.10.7.2.

If Cbeyond fails to comply with the requirements of this Section 1.10.7, BellSouth will provide Cbeyond with two (2) business day's notice of default of this subsection 10.7. If Cbeyond fails to cure said default within the two (2) business day notice period, BellSouth shall have the right to begin termination of services provided under this Agreement without regard to any other provision contained within this Agreement but in compliance with PSC requirements.

107. What recourse should be available to either Party when the Parties are unable to agree on the need for or an amount of a reasonable deposit? [Att. 7 § 1.10.7.2]

BELLSOUTH'S POSITION: If Cbeyond does not agree with the amount or need for a deposit requested by BellSouth, Cbeyond may file a petition with the Commission for resolution of the dispute and BellSouth would cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that Cbeyond posts a payment bond for the amount of the requested deposit during the pendency of the proceeding.

108. Under what circumstances should BellSouth be required to refund, release or return Cbeyond's security deposit on its accounts submitted to BellSouth? [Att. 7 § 1.10.8]

BELLSOUTH'S POSITION: Cbeyond may request the return of its deposit, 12 months after posting such deposit, based on its credit worthiness as outlined in Sections 1.10.4.1, 1.10.4.2, 1.10.4.3, 1.10.4.3.1-1.10.4.3.3.

109. To whom should BellSouth be required to send bills and notices regarding billing matters, including notices of suspension or termination of services provided to Cbeyond by BellSouth under the Agreement? [Att. 7 §§ 1.11, 1.11.1]

BELLSOUTH'S POSITION: The 15-day computer-generated notice stating that BellSouth may suspend access to BellSouth's ordering systems should go to the individual(s) that the CLEC has identified as its Billing Contact(s). Notices, not system generated, of security deposits and suspension or termination of services shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of the Agreement in addition to the CLEC's designated billing contact.

110. How should the Parties proceed to resolve a billing dispute in the event that the Parties are unable to resolve such billing dispute within 60 calendar days of the notification date? [Att. 7 § 2.1.5]

BELLSOUTH'S POSITION: In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Cbeyond is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Cbeyond by such sixtieth (60th) day, Cbeyond must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services website, 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.

111. (a) In the event that a billing dispute is resolved in favor of the billing party, in what time period should the disputing Party be required to make payment of the disputed amounts owed to the billing Party? [Att. 7 § 2.3]

(b) In the event that a billing dispute is resolved in favor of the billed Party, during what time period should the billing party be required to credit the billed Party's account?

BELLSOUTH'S POSITION:

(a) Once the dispute is resolved, Cbeyond should make immediate payment.

(b) BellSouth will credit the customer's account immediately upon a determination that a billing dispute is resolved in favor of the billed Party.

112. In the event that a billing dispute is resolved in favor of the billing Party, should the billing Party be permitted to assess interest (Late Payment Charges) on disputed amounts withheld by the disputing Party? [Att. 7 § 2.4]

BELLSOUTH'S POSITION: If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other party, then a late payment charge-where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.8.

The billing party should not assess late payment charges if the dispute is valid and is ultimately resolved in the billed party's favor. However, if the billing is not in error, and the billed party has chosen to withhold payment on valid billing, late payment charges should be paid by the billed party.

113. (a) Should BellSouth be permitted to charge Cbeyond a fee to cover BellSouth's development costs associated with a BFR?

(b) If so, how should these costs be recovered? [Att. 11 §§ 2.4, 2.4.1, 2.4.2]

BELLSOUTH'S POSITION:

(a) Yes. BellSouth is entitled to recover its costs in provisioning services to Cbeyond. Since this is a unique request that Cbeyond is making, Cbeyond should bear the full development costs.

(b) Cbeyond should be obligated to pay these costs upon request so that BellSouth may proceed with the development of the BFR.

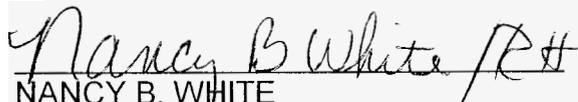
ADDITIONAL ISSUE NOT RAISED IN CBeyond'S PETITION

114. In light of the D.C. Circuit Court of Appeals' vacatur of certain FCC rules, is BellSouth required to continue to provide Cbeyond DS1, DS3, and OCn and above loops and transport pursuant to Section 251 of the Act?

BellSouth's Position: No.

Respectfully submitted this 22nd day of June 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.


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150 South Monroe Street, Suite 400
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(305) 347-5558


R. DOUGLAS LACKEY
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ORIGINAL

Florida

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Cbeyond Communications, LLC

DOCUMENT NO.
26880-04
6.22.04

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Cbeyond Communications, LLC (Cbeyond), a Delaware Limited Liability Company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Cbeyond 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 in the state of Alabama, Florida Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Cbeyond is or seeks to become a CLEC authorized to provide telecommunications services in the state of Georgia and Florida; and

WHEREAS, Cbeyond wishes to interconnect, purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Cbeyond 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 10 percent.

Commission is defined as the appropriate regulatory agency in each state of Florida and Georgia.

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be 10 calendar days after the date of the last signature executing the Agreement.

[Cbeyond]

End User means a customer of either BellSouth or Cbeyond that uses the telecommunications services provided by that Party.

[BellSouth]

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

National Holiday means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.

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 Prior to execution of this Agreement, Cbeyond agrees to provide documentation of Cbeyond's CLEC certification for all states covered by this Agreement.

1.2 Notwithstanding 1.1, to the extent Cbeyond is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Cbeyond will notify BellSouth in writing and provide documentation of CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three and one half (3 ½) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Florida and Georgia. 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) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).
- 2.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that the Subsequent Agreement ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.
- 2.4 Notwithstanding the foregoing and except as set forth in Section 2.5 below, in the event that, as of the date of the expiration 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 Section 252 of the Act and no good faith negotiations in accordance with Section 251(c)(1) of the Act regarding a Subsequent Agreement are ongoing, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Cbeyond pursuant to BellSouth's then current standard interconnection agreement or Cbeyond may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or Cbeyond adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

- 2.5 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement or good faith negotiations are ongoing, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

3. Operational Support Systems

The Parties, as appropriate, shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

BellSouth shall provide non-discriminatory access to Unbundled Network Elements in accordance with 47 CFR 51.311. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Cbeyond shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Cbeyond shall be at a level that is at least equal in quality 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 Cbeyond and its End Users

5. Directory Listings

- 5.1 Listings. Cbeyond shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Cbeyond residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Cbeyond and BellSouth subscribers.

- 5.1.1 Rates. So long as Cbeyond provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Cbeyond one (1) primary White Pages listing per Cbeyond subscriber at no charge for the initial listing. Directory listings will make no distinction between Cbeyond and BellSouth subscribers.

- 5.2 Procedures for Submitting Cbeyond SLI are found in The BellSouth Business Rules for Local Ordering located at <http://www.interconnection.bellsouth.com>.
- 5.2.1 Cbeyond authorizes BellSouth to release all Cbeyond SLI provided to BellSouth by Cbeyond to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Cbeyond SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2. In addition, to the extent that BellSouth incurs costs to modify its systems that administer the release of Cbeyond's SLI, Cbeyond shall pay to BellSouth its proportionate share of the reasonable costs associated therewith, but only to the extent that Cbeyond has requested such modification, or that such modification is necessary for BellSouth to continue to administer the release of Cbeyond's SLI, except that if the change is initiated by BellSouth, no charges will apply. At any time that such costs are incurred to administer the release of Cbeyond's SLI, Cbeyond will be notified. If Cbeyond does not wish to pay its proportionate share of such costs, Cbeyond may instruct BellSouth that it does not wish for BellSouth to administer the release of its SLI to independent publishers, and Cbeyond shall amend this Agreement accordingly.
- 5.2.3. Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cbeyond under this Agreement. Except to the extent caused by gross negligence or willful misconduct by BellSouth, Cbeyond shall indemnify, 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 Cbeyond listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Cbeyond any complaints received by BellSouth relating to the accuracy or quality of Cbeyond listings.
- 5.2.4 BellSouth agrees to address any issue regarding a directory listing raised by a Cbeyond End User in the same manner that BellSouth does for BellSouth's retail End Users.
- 5.2.5 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Non-listed/Non-Published Subscribers. Cbeyond will be required to provide to BellSouth the names, addresses and telephone numbers of all Cbeyond customers who wish to be omitted from directories.
- 5.4 Inclusion of Cbeyond End Users in Directory Assistance Database. BellSouth will include and maintain Cbeyond subscriber listings in BellSouth's Directory

Assistance databases at no recurring charge and Cbeyond shall provide such Directory Assistance listings to BellSouth at no recurring charge.

- 5.5 Listing Information Confidentiality. BellSouth will afford Cbeyond's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6 Additional, Designer, Non-Listed and Non-Published Listings. **BellSouth shall** provide Additional, Designer, Non-Listed and Non-Published Listings to Cbeyond's End Users under the same rates, terms and conditions as BellSouth makes such listings available to its own End Users.
- 5.7 Directories. BellSouth or its agent shall make available White Pages directories to Cbeyond subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
- 5.7.1 Delivery. BellSouth or its agent shall deliver White Pages directories to Cbeyond End Users at parity with BellSouth's Delivery of directories to its own End Users.

6. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Cbeyond, 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 Cbeyond 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 Cbeyond End Users for the same length of time it maintains such information for its own End Users
- 6.2 Subpoenas Directed to Cbeyond. Where BellSouth is providing to Cbeyond Telecommunications Services for resale or providing to Cbeyond the local switching function, then Cbeyond agrees that in those cases where Cbeyond receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cbeyond End Users, and where Cbeyond does not have the requested information, Cbeyond will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 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.

7. Liability and Indemnification

7.1 Cbeyond Liability. In the event that Cbeyond consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Cbeyond under this Agreement.

7.2 Liability for Acts or Omissions of Third Parties. Neither party shall be liable to the other party for any act or omission of another Telecommunications company providing services to the other party.

7.3 Limitation of Liability

[Cbeyond] Except for any indemnification obligations of the Parties hereunder, with respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by either Party, any End User of either Party, or by any other person or entity, for damages associated with any of the services provided pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and, in any event, subject to the provisions of the remainder of this Section, each Party's liability shall be limited to and shall not exceed in aggregate amount over the entire term hereof an amount equal to seven-and-one half percent (7.5%) of the aggregate fees, charges or other amounts paid or payable to such Party for any and all services provided or to be provided by such Party pursuant to this Agreement as of the day immediately preceding the date of assertion or filing of the applicable claim or suit; provided that the foregoing provisions shall not be deemed or construed as (A) imposing or allowing for any liability of either Party for (x) indirect, special or consequential damages as otherwise excluded pursuant to Section 7.3.3 below or (y) any other amount or nature of damages to the extent resulting directly and proximately from the claiming Party's failure to act at all relevant times in a commercially reasonable manner in compliance with such Party's duties of mitigation with respect to all applicable damages or (B) limiting either Party's right to recover appropriate refund(s) of or rebate(s) or credit(s) for fees, charges or other amounts paid at Agreement rates for services not performed or provided or otherwise failing to comply (with applicable refund, rebate or credit amounts measured by the diminution in value of services reasonably resulting from such noncompliance) with the applicable terms and conditions of this Agreement. Notwithstanding the foregoing, claims or suits for damages by either Party, any End User of either Party, or by any other person or entity, to the extent resulting from the gross negligence or willful misconduct of the other Party, shall not be subject to the foregoing limitation of liability.

[BellSouth]

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 negligent act or

omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.1 **Limitations in Tariffs.**

[Cbeeyond]

No Section.

[BellSouth]

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 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.

7.3.2 Neither BellSouth nor Cbeeyond 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.

7.3.3. **[Cbeeyond] Nothing in this Section 7 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages provided that neither the foregoing nor any other provision of this Section 7 shall be deemed or construed as imposing any limitation on the liability of a Party for claims or suits for damages incurred by End Users of the other Party or by such other Party vis-à-vis its End Users to the extent such damages result directly and in a reasonably foreseeable manner from the first Party's performance of services hereunder and were not and are not directly and proximately caused by or the result of such Party's failure to act at all relevant times in a commercially reasonable manner in compliance with such Party's duties of mitigation with respect to**

such damage. 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.

[BellSouth]

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.

7.3.4 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. Nothing in this Section shall be interpreted to limit Cbeyond's rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.

7.4 **[Cbeyond]** Indemnification for Certain Claims. 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 claims for libel, slander or invasion of privacy arising from the content of the receiving Party's communications. **The Party receiving services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party providing services hereunder against any claim, loss or damage to the extent arising from the providing Party's failure to abide by Applicable Law, or the providing Party's negligence, gross negligence or willful misconduct.**

[BellSouth]

Indemnification for Certain Claims. 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 (1) to 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

8.0 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, 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.

9. Intellectual Property Rights and Indemnification

9.1 **[Cbeyond]**

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. **A Party's use of the other Party's name, service marks and trademarks shall be in accordance with Applicable Law.**

[BellSouth]

No License. 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.

9.2 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.

9.3 Intellectual Property Remedies

9.3.1 Indemnification. The Party providing a service or data pursuant to this Agreement will defend 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 hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.

9.3.2 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 shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

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

9.3.2.2 obtain a license sufficient to allow such use to continue.

9.3.2.3 In the event Section 9.3.2.1 or 9.3.2.2 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.

- 9.3.3 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.
- 9.3.4 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.
- 9.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cbeyond, 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 forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 10.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) calendar days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information subject to the provisions of this Section 10.

- 10.2 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. The Recipient will use the same standard of care to protect the confidential nature of such Information received as they would use to protect their own confidential and proprietary Information. Upon written request the Information will be returned by the Recipient within thirty (30) calendar days of completion of any use.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 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.

11. **Resolution of Disputes**

[Cbeyond]

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, then either Party **may** petition the FCC, the Commission or **a court of law** for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

[BellSouth]

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, then either Party **shall** petition the FCC or the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Taxes

12.1 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 income.

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

12.2.1 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.

12.2.2 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.

12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

12.3.1 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.

12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any

such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 12.3.3 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 therefor, 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. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 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.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 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.
- 12.3.7 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.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 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.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. The Parties agree to use commercially reasonable efforts to bill taxes promptly and appropriately.

- 12.4.3 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; provided, however, that upon the purchasing Party's request, the providing Party furnish documentation authenticating the providing Party's authority to pass through the tax or fee to the purchasing Party.
- 12.4.4 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.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 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.
- 12.4.7 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.
- 12.5 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.

13. Network Maintenance and Management

- 13.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 13.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity, consistent with Section 4 above, with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 13.3 Both Parties agree to provide to the other Party prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using the other Parties' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

14. 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 vendors, or any other circumstances beyond the reasonable control and without the fault or negligence of 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.

15. Section 252(i) Adoptions

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cbeyond any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. Cbeyond shall exercise its rights under Section 252(i) in a manner consistent with 47 CFR 51.809. Cbeyond shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related. The adopted interconnection, service, network element or agreement, in its entirety,

shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

16. Modification of Agreement

16.1 If either 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 and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.2 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.

16.3 **[Cbeyond]** Future amendments incorporating Commission-approved rates will be effective as of the effective date of the Commission order (or as otherwise set forth in such order), if an amendment is requested within thirty (30) calendar days of that date. Otherwise, such amendments shall be effective ten (10) days after request.

[BellSouth] Future amendments will be Effective 30 days after the last Party signs the amendment.

16.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice (“Governmental Body”) in connection with any merger or regulatory proceeding regarding BellSouth’s obligations under the Act,) materially affects any material terms of this Agreement, or the ability of Cbeyond or BellSouth to perform any material terms of this Agreement, Cbeyond or BellSouth may, on fifteen (15) calendar 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) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

17. Reservation of 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. The Parties do not waive their respective 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).

18. One Agreement and Severability

18.1 One Agreement

Subject to the provisions of Sections 16 and 18.2, the Parties acknowledge that they negotiated this Agreement as a single contract and do not consider the separate Attachments of this Agreement to be separate contracts. Each Attachment contains provisions that are subject to the provisions of the General Terms and Conditions; application of some provisions may require or trigger application of provisions in other Attachments hereto.

18.2 Severability

If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. 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 11.

19. No Waiver

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.

20. 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 of Georgia without regard to its conflict of laws principles.

21. Assignments

21.1 Except as provided herein, any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety, or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cbeyond, the assignee must provide evidence of Commission CLEC certification.

21.2 The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, and unless the Parties agree otherwise Cbeyond shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Cbeyond pays all bills, past due and current, under this Agreement, or (2) Cbeyond's assignee expressly assumes liability for payment of such bills.

22. Notices

22.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300

675 West Peachtree Street
Atlanta, GA 30375

Cbeyond Communications, LLC
Julia Strow
Vice President
Cbeyond Communications, LLC
320 Interstate North Parkway, S.E.
Suite 300
Atlanta, Georgia 30339

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

22.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Notice delivered by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

22.3 **[Cbeyond]** No Section.

[BellSouth] Notwithstanding the foregoing, BellSouth may provide Cbeyond notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

23. Rule of Construction

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

24. Cooperation in Preventing End User Fraud

24.1 As permitted by the applicable state and federal laws, the Parties agree to cooperate fully with one another and with state and federal agencies, courts, or other duly authorized law enforcement entities to investigate, minimize, prevent and take action in cases of fraud by an End User involving the provision of services to Cbeyond under this Agreement.

25. Headings

[Cbeyond] No Section

[BellSouth]

The headings of Attachments and Sections of this Agreement are for convenience of reference only.

26. 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.

27. Filing of Agreement

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

28. Compliance with Applicable Law

28.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations under this Agreement (Applicable Law).

28.2 **[Cbeyond]** Nothing in this Agreement shall be construed to limit a Party's rights or exempt a Party from obligations under Applicable Law, except in such cases where the Parties have explicitly agreed to a limitation or exemption. Silence shall not be construed to be such a limitation or exemption with respect to any aspect, no matter how discrete, of Application.

[BellSouth] This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under the Act and applicable FCC and Commission rules and orders. Any reference to the Parties complying with applicable FCC and Commission orders is not intended to expand on the obligations of the Parties as set forth herein.

28.3 **[Cbeyond]** The rates contained in this Agreement shall be as set forth in each attachment. Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date of this Agreement, it is the intent of the Parties that such rates will be incorporated into this Agreement. Upon request of either Party, errors in rate sheets will be

corrected by an amendment to this Agreement and by **retroactive true-up within thirty (30) calendar days to the Effective Date of this Agreement.**

[BellSouth] Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates, unless otherwise negotiated by the Parties. Upon request of either Party, errors in rate sheets will be corrected **prospectively by amendments to this Agreement.**

29. 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.

30. 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.

31. Nonexclusive Dealings

This Agreement neither (a) prevents either Party from providing or purchasing services to or from any other person or entity nor (b) does it obligate either Party to purchase any particular types or quantities of services or products from any third parties.

32. Rate True-Up

32.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

32.2 The designated (labeled "R" in rate sheets) true-up 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 order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up 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

disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

33. 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.

34. Entire Agreement

This Agreement means the General Terms and Conditions, the Attachments identified in Section 36 below, and subject to the limitations set forth in Section 35 all documents identified herein. 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. 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. 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.

35. Guides

[Cbeyond]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), 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 Cbeyond agrees to such change or alteration, any such change or

alteration shall become effective as specified in the terms of the notice to Cbeyond 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 Cbeyond 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 Cbeyond until BellSouth and Cbeyond sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3), (4) or (5). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on Cbeyond, 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 Cbeyond's request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by Cbeyond.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to Cbeyond 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 Cbeyond, such alteration or amendment described in this Section shall not become effective as to Cbeyond 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.

[BellSouth]

Guides. The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). 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 Cbeyond agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to Cbeyond 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 Cbeyond to incur material cost or expense to implement the change or alteration **that is not CCP related**; or (5) increases an interval set forth in this agreement, will not be effective with respect to Cbeyond until BellSouth and Cbeyond sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless Cbeyond fails to inform BellSouth in writing that it does not agree to such change or alteration **within thirty (30) calendar days** of notice of such change being given to Cbeyond for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on Cbeyond, 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 Cbeyond's request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by Cbeyond.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to Cbeyond 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 Cbeyond, such alteration or amendment described in this Section shall not become effective as to Cbeyond 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.

36. This Agreement includes Attachments with provisions for the following:

- Network Elements and Other Services
- Network Interconnection
- Collocation
- Access to Numbers and Number Portability
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
- Billing
- Rights-of-Way, Conduits and Pole Attachments
- Performance Measurements
- BellSouth Disaster Recovery Plan
- Bona Fide Request/New Business Request Process

36.1 The following services are included as options for purchase by Cbeyond pursuant to the terms and conditions set forth in this Agreement. Cbeyond may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

Cbeyond Communications, LLC

By: _____

Bv: _____

Name: Kristen E. Rowe _____

Name: _____

Title: Director _____

Title: _____

Date: _____

Date: _____

Attachment 1

05-07-04

Attachment 1 blank intentionally

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. **General**

1.1 This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (“UNEs”) and combinations of UNEs with other UNEs or Network Elements, facilities or services (“Combinations”) that BellSouth shall offer to Cbeyond in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other Network Elements, facilities and services BellSouth makes available to Cbeyond (“Other Services”). In providing access to UNEs, Combinations and Other Services, BellSouth shall comply with all FCC rules and orders and Commission rules and orders.

1.1.1 **[Cbeyond]** No section

[BellSouth] BellSouth shall, upon request of Cbeyond, and to the extent technically feasible, provide to Cbeyond access to its Network Elements for the provision of Cbeyond’s qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.2. **Definitions.** For purposes of this Attachment, the following definitions shall apply:

1.2.1 “Combination” means a combination of a UNE or UNEs with another UNE or UNEs.

1.2.2 “Network Element” is as defined in the FCC’s rules.

1.2.3 “Operator services” are as defined in the FCC’s rules.

1.2.4 “Non-qualifying service” is as defined in the FCC’s rules

1.2.5 “Qualifying service” is as defined in the FCC’s rules.

1.2.6 “Technically feasible” is as defined in the FCC’s rules.

1.2.7 “UNE” is defined to mean Network Elements that BellSouth is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act , FCC rules and orders and/or Commission rules and orders.

1.3 BellSouth shall provide and Cbeyond may purchase and use UNEs from BellSouth in accordance with 47 C.F.R 51.309.

1.4 BellSouth shall provide and Cbeyond may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319. Cbeyond may use UNEs in accordance with 47 C.F.R 51.309. Cbeyond may not access a UNE for the sole

purpose of providing non-qualifying services, but may use an UNE to provide a non-qualifying service if it is using such UNE to provide a qualifying service.

- 1.5 **[Cbeyond]** BellSouth shall permit Cbeyond to connect UNEs and Other Services to other UNEs and Other Services or other wholesale/access services or to Cbeyond's network elements, services or facilities or network elements, services or facilities provided to Cbeyond by third parties at any technically feasible point or points designated by Cbeyond.

[BellSouth] No section

- 1.6 **[Cbeyond]** BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment 2. Such requirements shall be the same as BellSouth uses for itself and its affiliates and shall be in accordance with all FCC, Commission, and industry-standard requirements.

[BellSouth] BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment 2. Such requirements shall be the same as BellSouth uses for itself and its affiliates and shall be in accord with all FCC, Commission rules and orders and **may or may not use** industry-standard requirements.

- 1.7 **[Cbeyond]** No section

[BellSouth] To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated by the DC Circuit Court of Appeals in an effective order, such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to this Attachment. Upon the effective date of such order, Cbeyond will not attempt to order any such Network Elements, combinations of Network Elements or services that are subject to the vacatur. BellSouth and Cbeyond will work cooperatively to transition the embedded base of such Network Elements, combinations of Network Elements and services to tariffed services or to services offered pursuant to a separate commercial agreement, provided that the appropriate tariff rate or rate set forth in such commercial agreement shall apply from the effective date of the vacatur. In the event Cbeyond has not entered into a separate commercial agreement, or transitioned such services to a tariffed service, or if the parties are unable to agree on a transition schedule for the embedded base Network Elements, **combinations of Network Elements or services within thirty (30) calendar days of the effective date of the vacatur, BellSouth may disconnect those Network Elements, combinations of Network Elements or services upon thirty (30) calendar days notice.** If Cbeyond has not entered into a commercial agreement necessary for certain Network Elements, combinations of Network Elements or services, and BellSouth disconnects such Network Elements, combinations of Network Elements or services pursuant to the preceding sentence, BellSouth's then current market rates shall apply to such Network Elements, combinations of Network Elements or services from the effective date of the vacatur until disconnection.

1.8 **Conversions**

1.8.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination in accordance with 47 CFR 51.316. The nonrecurring switch-as-is rates for conversion of services to UNEs are contained in Exhibit A of this Attachment.

1.8.2 **[Cbeyond]** Where no re-termination or physical rearrangement of the Arrangement is required, Cbeyond will be charged a non-recurring switch-as-is-charge established for the individual Network Elements(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, **nonrecurring charges for a UNE cross-connect, if applicable, from Exhibit A of this Attachment will apply. No termination charges, re-connect or disconnect fees, or non-recurring charges associated with establishing a service for the first time shall apply to conversions.**

[BellSouth] For arrangements that require a re-termination or other physical rearrangement of the Arrangement to comply with the terms of this Agreement, **full non-recurring charges for the applicable Network Element from Exhibit A of this Attachment will apply.** To the extent an Arrangement requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. **Cbeyond shall be responsible for all applicable disconnection charges pursuant to this Agreement for Arrangements that are disconnected or rearranged pursuant to these Section 1.8.5.**

1.8.3 **[Cbeyond]** Conversions shall be effective (i.e., reflect billing as UNEs only), **within 10 days of submission of the request for such conversion, except that conversions of DS1 loops shall be effective in 5 days and DS1 EELs in 7 days.**

[BellSouth] Any price changes resulting from the conversion will be effective as of **the next billing cycle following BellSouth's completion of the conversion request from Cbeyond.**

1.8.4 **[Cbeyond]** Converting between wholesale services and UNEs or Combinations should be a seamless process that does not affect the customer's perception of service quality. **If BellSouth does disconnect the End User during conversion, BellSouth will write a letter of apology to the End User and accept any and all liability that may ensue from such action.**

[BellSouth] Converting from wholesale services to UNEs or UNE Combinations should be a seamless process that does not effect the customer's perception of services quality.

1.8.5 **[Cbeyond]** Except to the extent expressly provided otherwise in this Attachment, for UNEs or Combinations that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, Cbeyond will submit orders to rearrange or disconnect those arrangements or services within thirty (30) calendar days of its receipt of notice from BellSouth identifying specific service arrangements that must be transitioned to other services pursuant to this Section. If orders to rearrange or disconnect those arrangements or services

are not received by the thirty-first (31st) calendar day after receipt of such notice, BellSouth may disconnect those arrangements or services without further notice, provided that Cbeyond has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement. Where no re-termination or physical rearrangement of circuits or service is required, Cbeyond will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A of this Attachment. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges as set forth in Section 1.8.2 of this Attachment will apply. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

[BellSouth] Except to the extent expressly provided otherwise in this Attachment, for UNEs or UNE combinations (collectively "Arrangements") that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), **Cbeyond will submit orders to rearrange, disconnect or convert those arrangements or services within thirty (30) calendar days of the last signature date of this Agreement.** If orders to rearrange, disconnect or convert those Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, BellSouth shall provide Cbeyond notice of those Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, and Cbeyond shall submit orders to rearrange, disconnect or convert those Arrangements within sixteen (16) calendar days of the date of such notice from BellSouth. If Cbeyond fails to submit orders to rearrange, disconnect or convert such Arrangements within sixteen (16) calendar days of BellSouth's notice, BellSouth may disconnect those Arrangements without further notice.

In the event all orders to rearrange, disconnect or convert Arrangements are not received by the thirty-first (31st) calendar day after the last signature date of this Agreement, then 1) in the event no orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, Cbeyond shall pay BellSouth the rate BellSouth could have charged had Cbeyond transitioned those Arrangements to another tariffed or contract service arrangement beginning on the Effective Date of this Agreement to the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed; or 2) in the event orders to rearrange, disconnect or convert an Arrangement are submitted prior to the thirtieth (30th) calendar day after BellSouth's notice, Cbeyond shall pay BellSouth the rate charged for such Arrangements under this Agreement until the date orders to rearrange, disconnect or convert such Arrangements or services are actually completed and the new rate applicable to such services as specified in BellSouth's tariffs or in a separate contract once the orders are actually completed. If Cbeyond has failed to identify at least 98% of the Arrangements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement prior to the thirty-first (31st) calendar day after the last signature date of this Agreement, then Cbeyond shall

reimburse BellSouth for labor incurred in identifying such Network Elements or combinations of Network Elements pursuant to the rates set forth in the Access Tariff.

1.8.6 **[Cbeyond]** Cbeyond may request BellSouth to convert services to a UNE or UNE Combination upon submission of an LSR or LSR spreadsheet (15 or more like circuits) to BellSouth. **If Cbeyond wants to convert a UNE or Combination (or part thereof) to Other Services or tariffed BellSouth access services, Cbeyond shall submit an LSR, LSR spreadsheet (for 15 or more like circuits) or ASR, as appropriate, and the nonrecurring charges for such conversion shall be as set forth in Exhibit A of this Attachment or relevant tariff, as appropriate. Such charges shall be commensurate with the work required to effectuate the conversion (cross connect only, billing change/records update only, etc.).**

[BellSouth] Cbeyond may request BellSouth to convert services to a UNE or UNE Combination upon submission of an LSR or LSR spreadsheet (15 or more like circuits) to BellSouth. **Such conversions shall be subject to strike to the nonrecurring charges within Exhibit A.**

1.8.7 **[Cbeyond]** No Section

[BellSouth] Cbeyond may utilize Network Elements and Other Services to provide services as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.9 **Routine Network Modifications**

1.9.1 **[Cbeyond]** Routine Network Modification are as defined in 47 C.F.R. 319. BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested **or necessary** network modification as being a Routine Network Modification and, **as such**, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then **BellSouth shall notify Cbeyond of the required Routine Network Modification and shall request that** submit a service inquiry (SI) to have the work performed. Each **unique** request will be handled as a project on an individual case basis. BellSouth will provide a **TELRIC-compliant** price quote for the request, and upon receipt of a **firm order** from Cbeyond, BellSouth shall perform the Routine Network Modification **within a reasonable and nondiscriminatory interval. Notwithstanding the foregoing, BellSouth shall not charge Cbeyond for such Routine Network Modifications when it does not charge its own affiliates, End Users or third parties for such Routine Network Modifications.**

[BellSouth] BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). **Except to the extent expressly provided otherwise in this Attachment**, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations **and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of this Attachment**, then BellSouth shall perform such Routine Network Modifications at no additional charge. If BellSouth has anticipated such Routine Network Modifications, BellSouth shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then Cbeyond must submit a service inquiry (SI) to have the work performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of **payment** from Cbeyond, BellSouth shall perform the Routine Network Modification.

1.10 **Commingling of Services**

1.10.1 **Commingling shall be as defined in 47 C.F.R. 51.5.** BellSouth shall provide commingling of services in accordance with 47 C.F.R. 51.309.

1.10.2 BellSouth will not “ratchet” (i.e., develop a single blended rate for) a commingled circuit. Unless otherwise agreed to by the Parties, the UNE portions of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth’s tariffed rates. Existing “ratcheting” of tariffed services will not be changed by the commingled UNEs or Combinations.

1.10.2.1 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization at the higher bandwidth service. The Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth service.

1.10.3 **[Cbeyond]** Notwithstanding any other provision of this Agreement, BellSouth will not combine UNEs or Combinations with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

[BellSouth] Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine UNEs or Combinations with any service, Network Element or other offering that it is obligated to make available only pursuant to section 271 of the Act.

1.10.4 **[Cbeyond]** No section

[BellSouth] If Cbeyond reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Cbeyond for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 **Rates**

1.11.1 The prices that Cbeyond shall pay to BellSouth for UNEs, Combinations and Other Services are set forth in Exhibit A of this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rate. If Cbeyond purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, BellSouth shall propose an interim TELRIC-compliant rate based upon a cost study that BellSouth will provide upon request from Cbeyond. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. Service Date Advancement charges for expediting UNEs and Other Services orders and are as set forth in Attachment 2, Exhibit A.

1.11.3 **[Cbeyond]** If Cbeyond modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Cbeyond in accordance with this Attachment and **Exhibit A hereto**.

[BellSouth] If Cbeyond modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Cbeyond in accordance with **FCC No. 1 Tariff, Section 5**.

1.11.4 **[Cbeyond]** Fractional billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

[BellSouth] A **one month minimum billing period shall apply to all Network Elements and Other Services**. After the one month minimum billing period has been attained, fractional billing shall apply to all UNEs and

Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2 **Unbundled Loops**

2.1 General

2.1.1 **[Cbeyond]** BellSouth shall provide Cbeyond with nondiscriminatory access to the local loop on an unbundled basis, in accordance with Section 251(c)(3) of the Act and FCC and Commission rules **and orders**. The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a BellSouth central office and the loop demarcation point at an end-user customer premises, including inside wire owned or **controlled** by BellSouth.

[BellSouth] BellSouth shall provide Cbeyond with nondiscriminatory access to the local loop on an unbundled basis, in accordance with Section 251(c)(3) of the Act. The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a BellSouth's central office and the loop demarcation point at an End User's customer premises, including inside wire owned by BellSouth. **BellSouth is not required to unbundled facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station.**

2.1.1.1 **[Cbeyond]** This element includes all features, functions, and capabilities of such transmission facility, including the Network Interface Device.
It also includes **all electronics**, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end user's customer premises.

[BellSouth] This element includes all features, functions, and capabilities of such transmission facility, including the network interface device, and attached electronics **(except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers)**, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises.

2.1.1.2 Cbeyond shall purchase the entire bandwidth of the Loop and, except as required herein, or except as required by Applicable Law and as agreed to by the Parties pursuant to an amendment to this Agreement, BellSouth shall not subdivide the frequency of the Loop.

2.1.2 **[Cbeyond]** No section

[BellSouth] **Cbeyond may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.**

- 2.1.2.1 The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID).
- 2.1.3 The provisioning of a Loop to Cbeyond's collocation space will require BellSouth to provide cross office cabling and cross connections within the central office to connect the Loop to the demarcation point associated with the Cbeyond's collocation space. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge set forth in Exhibit D of Attachment 4.
- 2.1.4 Where facilities are available, or can be made available through Routine Network Modifications, as defined in Section 1.9.1, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval. All loops shall be at least at Parity with those offered by BellSouth to any other entity.
- 2.1.5 The Loop shall be provided, maintained and repaired in accordance with reasonable and nondiscriminatory provisions set forth in BellSouth's TR73600 Unbundled Local Loop Technical Specification and all applicable industry standard technical references.
- 2.1.6 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Cbeyond wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Cbeyond may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.7 In the event either Party must dispatch to the End-User's location more than once due to incorrect or incomplete information provided by other Party (e.g., incomplete address, incorrect contact name/number, etc.), the dispatching Party will bill the non-dispatching Party for each additional dispatch required to provision, maintain or repair the circuit due to the incorrect/incomplete information provided. The dispatching Party will assess the applicable Trouble Determination rates from the Party's FCC tariff for designed circuits or state tariffs. for undersigned circuits.
- 2.2 **Local Loops.**
- 2.2.1 **[Cbeyond] Copper Loops.** BellSouth shall provide Cbeyond with nondiscriminatory access to the copper loop on an unbundled basis. A copper loop is a stand-alone local loop comprised entirely of copper wire or cable. Copper loops include two-wire and four-wire analog voice-

grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities as defined in FCC Rule 51.319(a)(2)(i). The availability of DS1 and DS3 copper loops is not subject to the requirements/restrictions of this section.

[BellSouth] Copper Loops. BellSouth will provide access to unbundled Copper Loops as required by FCC Rules 51.319(a)(1).

- 2.2.2 **[Cbeyond]** Hybrid Loops. A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. BellSouth is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. BellSouth shall provide Cbeyond with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop (or their packet-based equivalent), including DS0, DS1 or DS3 capacity.

[BellSouth] BellSouth will provide access to unbundled Hybrid Loops as required by FCC 51.319(a)(2).

- 2.2.3 **[Cbeyond]** Fiber-to-the-Home Loops. A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving a residential end user's customer premises. BellSouth is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when it deploys such a loop to a residential unit that previously (prior to October 2, 2003) has not been served by any loop facility.

[BellSouth] BellSouth will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3).

- 2.2.3.1 BellSouth is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when it has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:
- 2.2.3.1.1 **[Cbeyond]** BellSouth must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless BellSouth retires the copper loop pursuant to all applicable FCC and Commission rules and orders.

[BellSouth] BellSouth must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless BellSouth retires the copper loop pursuant to all applicable FCC and Commission rules.

2.2.3.1.2 BellSouth need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access to the copper loop described in 2.2.3.2.1. However, BellSouth shall restore the copper loop to serviceable condition upon request from Cbeyond. In this instance, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

2.2.3.1.3 **[Cbeyond]** If BellSouth retires the copper loop pursuant to all applicable FCC and Commission rules and orders, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

[BellSouth] If BellSouth retires the copper loop pursuant to all applicable FCC and Commission rules and orders, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

2.3.1 DS1 loops. BellSouth shall provide Cbeyond with nondiscriminatory access to a DS1 loop on an unbundled basis. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital T1 services. DS1 loops will be available to Cbeyond, without limitation, regardless of the technology used to provide such loops, e.g., two-wire and four-wire HDSL or SHDSL, fiber optics, or radio, used by BellSouth to provision such loops and regardless of the customer for which the requesting carrier will serve, unless otherwise specifically indicated. The unbundling obligation associated with DS1 loops is in no way limited by the FCC's rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

2.3.2 **[Cbeyond] DS3 loops.** BellSouth shall provide Cbeyond with nondiscriminatory access to a DS3 loop on an unbundled basis. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second. Cbeyond may obtain a maximum of two unbundled DS3 loops for any single **customer** location at the UNE prices set forth in Exhibit A.

[BellSouth] DS3 loops. BellSouth shall provide Cbeyond with nondiscriminatory access to a DS3 loop on an unbundled basis. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second. Cbeyond may obtain a maximum of two unbundled DS3 loops for any single **end user** location at the UNE prices set forth in Exhibit A.

2.3.3 **[Cbeyond] Dark fiber loops.** BellSouth shall provide Cbeyond with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

[BellSouth] Dark fiber loops. BellSouth shall provide Cbeyond with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services **that extend from the demarcation point at an End User's premises and the BellSouth central office.** Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

2.3.4 The various Loops set forth in Section 2.12 are available as Enterprise Loops. Additional loop types may become available and may be added to this Agreement via amendment. In the event BellSouth makes additional loop types available, nothing shall preclude Cbeyond from requesting to negotiate an amendment to this Agreement to encompass that new loop type offering.

2.4 **Loop Testing/Trouble Reporting**

2.4.1 Cbeyond will be responsible for testing and isolating troubles on the Loops. Cbeyond must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, DS1, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Cbeyond will be required to provide the results of the Cbeyond test which indicate a problem on the BellSouth provided Loop.

2.4.2 Once Cbeyond has isolated a trouble to the BellSouth provided Loop, and has issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in a reasonable and nondiscriminatory manner and in time frames that are at least as favorable as those in which BellSouth repairs similarly situated Loops to its End Users.

2.4.3 If either Party reports a trouble on a non-designed or designed Loop and no trouble actually exists, the dispatching Party will have the right to charge the other Party for any dispatching and testing (both inside and outside the CO) required by other Party in order to confirm the Loop's working status. If the original "no trouble found" determination is later determined to be an error then no charge (or a credit of charges previously paid) will apply to the trouble. Failure of the dispatching party to find a trouble on a Loop will result in no charge (or a credit of charges previously imposed) if trouble is found at a later date. The dispatching Party will assess the applicable Trouble Determination rates from the Party's FCC tariff for designed circuits or state tariffs for undersigned circuits.

2.4.4 In the event either Party must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by the other Party (e.g., incomplete address, incorrect contact name/number, etc.), the dispatching Party will bill the non-dispatching Party for each additional dispatch required to provision, maintain or repair the circuit due to the incorrect/incomplete information provided. The dispatching Party will assess the applicable Trouble Determination rates from the Party's FCC tariff for designed circuits or state tariffs for undersigned circuits.

2.4.5 **[Cbeyond]** BellSouth shall test all loops in a **nondiscriminatory manner and at parity with BellSouth (at parity with the manner in which it tests such loops for itself, its customers, its affiliates or any telecommunications carrier)**. Such tests shall ensure that Loops meet all applicable BellSouth and industry standards prior to the Loop being provisioned to Cbeyond. The results of such testing, to the extent available, shall be provided to Cbeyond upon request.

[BellSouth] BellSouth shall test all loops at Parity for that which it uses to test Loops for itself, its customers, its affiliates or any other telecommunications carrier. Such tests shall ensure that Loops meet all applicable BellSouth and industry standards prior to the Loop being provisioned to Cbeyond. The results of such testing, to the extent available, shall be provided to Cbeyond upon request

2.5 **Order Coordination and Order Coordination-Time Specific**

2.5.1 "Order Coordination" (OC) allows BellSouth and Cbeyond to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Cbeyond's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.5.2 "Order Coordination – Time Specific" (OC-TS) allows Cbeyond to order a specific time for OC to take place. BellSouth will make every effort to accommodate Cbeyond's specific conversion time request. However, BellSouth reserves the right to negotiate with Cbeyond a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Cbeyond may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Cbeyond specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges may apply in addition to the OC and OC-TS charges.

2.5.3 **[Cbeyond]** Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates **set forth in Exhibit A**. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

[BellSouth] Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in **BellSouth's Access Services Tariff, Section E13.2, for each state.** The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.6 **CLEC to CLEC Conversions for Unbundled Loops**

- 2.6.1 The CLEC to CLEC conversion process at <http://www.interconnection.bellsouth.com/guides/unedocs/c2c.pdf> or unbundled Loops may be used by Cbeyond when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Cbeyond's Interconnection Agreement before requesting a conversion.
- 2.6.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.6.3 The Loops converted to Cbeyond pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.7 The following chart describes the features and options of DS1 and below loops.

2.8 Chart

| | Order Coordination (OC) | Order Coordination – Time Specific (OC-TS) | Test Points | DLR | Charge for Dispatch and Testing if No Trouble Found |
|--|---|--|------------------------------|---|--|
| SL-1 (Non-Designed) | Chargeable Option | Chargeable Option | Not available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| UCL-ND (Non-Designed) | Chargeable Option | Not Available | Not Available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed) | Included | Chargeable Option | included | Included | Charged for Dispatch outside Central Office |
| Unbundled Digital Loop (Designed) | Included | Chargeable Option | Included (where appropriate) | Included | Charged for Dispatch outside Central Office |
| Unbundled Copper Loop (Designed) | Chargeable in accordance with Section 2 | Not available | Included | Included | Charged for Dispatch outside Central Office |

2.9 For UVL-SL1 and UCLs, Cbeyond must order and will be billed for both OC and OC-TS if requesting OC-TS.

2.10 Ordering Guidelines and Processes

2.10.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.

2.11 Unbundled Voice Loops (UVLs)

- 2.11.1 BellSouth shall make available the following UVLs:
 - 2.11.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
 - 2.11.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
 - 2.11.1.3 4-wire Analog Voice Grade Loop (Designed)

- 2.11.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change will be done at Parity to similar changes BellSouth performs for its own End Users and may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will provide a 64 kbps channel capable of supporting voice grade services. BellSouth will not guarantee that Cbeyond will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.11.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Cbeyond. Cbeyond may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.
 - 2.11.3.1 For an additional charge, BellSouth will make available additional Loop Testing so that Cbeyond may request further testing on new UVL-SL1 Loops. Rates for additional Loop Testing are as set forth in Exhibit A of this Attachment

- 2.11.4 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Cbeyond. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Cbeyond to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion and in a reasonable and nondiscriminatory manner during normal work hours.

- 2.12 **Unbundled Digital Loops**

- 2.12.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.12.2 BellSouth shall make available the following UDLs,:
- 2.12.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.12.2.2 2-wire Unbundled ADSL Compatible Loop
 - 2.12.2.3 2-wire Unbundled HDSL Compatible Loop
 - 2.12.2.4 4-wire Unbundled HDSL Compatible Loop
 - 2.12.2.5 4-wire Unbundled DS1 Digital Loop
 - 2.12.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
 - 2.12.2.7 DS3 Loop
 - 2.12.2.8 STS-1 Loop
- 2.12.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Cbeyond will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.12.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Amendment. Existing UDCs that were provisioned prior to the Effective Date of this Amendment may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Cbeyond or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Cbeyond may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.12.4 **2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.**
- 2.12.5 [Cbeyond] 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long for 2-wire and up to

18,000 feet long for 4-wire, and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

[BellSouth] 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

- 2.12.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface, such as a smartjack, at the End User's location.
- 2.12.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.12.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which may provide the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.12.8.1 [Cbeyond] DS3 services come with a test point and a DLR. BellSouth TR 73501 LightGate@Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

[BellSouth] **DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies.** DS3 services come with a test point and a DLR. BellSouth TR 73501 LightGate@Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

- 2.12.8.2 DS3 Loops require a Service Inquiry (SI) in order to ascertain availability.
- 2.12.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which may provide the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.12.9.1 STS-1 Loops require a Service Inquiry (SI) in order to ascertain availability.

2.13 **Unbundled Copper Loops (UCL)**

2.13.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.13.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.13.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.13.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.13.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Cbeyond.

2.13.2.3 These Loops are not intended to support any particular services and may be utilized by Cbeyond to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.13.2.4 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Amendment. Existing UCL-Ls that were provisioned prior to the Effective Date of this Amendment may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Cbeyond or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

2.13.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.13.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening

equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.13.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Cbeyond can request LMU for which additional charges would apply.
- 2.13.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Cbeyond may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.13.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Cbeyond to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.13.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.13.3.6 Cbeyond may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.14 Unbundled Loop Modifications (Line Conditioning)

- 2.14.1 **[Cbeyond]** BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

[BellSouth] Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that **may** diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not

limited to, load coils, excessive bridged taps, low pass filters, and range extenders. **Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.**

2.14.1.1 [Cbeyond] No section

[BellSouth] **BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length**

2.14.2 [Cbeyond] For any copper loop being ordered by Cbeyond which has over 6,000 feet of combined bridged tap will be modified, upon request from Cbeyond, so that the loop will have a maximum of 2,500 feet of bridged tap. This modification will be performed at no additional charge to Cbeyond. Loop conditioning orders that require the removal of **other bridged tap** will be performed at the rates set forth in Exhibit A of this Attachment.

[BellSouth] For any copper loop being ordered by Cbeyond which has over 6,000 feet of combined bridged tap will be modified, upon request from Cbeyond, so that the loop will have a maximum of **6,000** feet of bridged tap. This modification will be performed at no additional charge to Cbeyond. Loop conditioning orders that require the removal of bridged tap **that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet** will be performed at the rates set forth in Exhibit A of this Attachment.

2.14.2.1 [Cbeyond] No Section.

[BellSouth] **Cbeyond may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.**

2.14.3 Rates ULM are as set forth in **Exhibit A of this Attachment**

2.14.4 [Cbeyond] In those cases where Cbeyond has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified Loop will be **maintained as the ordered loop type.**

[BellSouth] BellSouth will **not** modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.14.5 If Cbeyond requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility

with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Cbeyond will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

- 2.14.6 Cbeyond shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Cbeyond desires BellSouth to condition.
- 2.14.7 When requesting ULM for a Loop that BellSouth has previously provisioned for Cbeyond, Cbeyond will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Cbeyond is available at the location for which the ULM was requested, Cbeyond will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Cbeyond will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.14.8 Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

2.15 **Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.15.1 Where Cbeyond has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Cbeyond. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Cbeyond (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.15.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.15.3 If no alternate facility is available, and upon request from Cbeyond, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Cbeyond will then have the option of paying the one-time SC rates to place the Loop.
- 2.16. No Section
- 2.17 **Network Interface Device**

- 2.17.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 2.17.2 BellSouth shall permit Cbeyond to connect Cbeyond's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.17.3 **Access to NID**
- 2.17.3.1 Cbeyond may access the End User's customer premises wiring by any of the following means and Cbeyond shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.17.3.1.1 BellSouth shall allow Cbeyond to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have available termination points that are not being used by BellSouth or another telecommunications carrier to provide service to that premises.
- 2.17.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the End User.
- 2.17.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.17.3.1.4 Cbeyond may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.17.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting Loop facilities to ensure there is no safety hazard, and that Party shall hold the other Party harmless for any liability associated with the removal of the Loop facilities from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a

nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

- 2.17.3.3 Cbeyond shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.17.3.4 Cbeyond shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.17.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Cbeyond to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.17.4 Technical Requirements
- 2.17.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.17.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to Cbeyond's NID.
- 2.17.4.3 Existing BellSouth NIDs will be provided in working condition. Where such NID is not functioning properly, and to the extent it is technically feasible, BellSouth shall repair the NID at BellSouth's expense. Cbeyond may request BellSouth to do additional work to the NID, including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where BellSouth does not charge its retail customers to perform the same functions. When Cbeyond deploys its own local Loops in a multiple-line termination device, Cbeyond shall specify the quantity of NID connections that it requires within such device.
- 2.17.4.4 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical requirements.

2.18 Sub-loop Elements

- 2.18.1 **Where facilities permit**, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as required by and in accordance with 47 CFR 51.319(b).
- 2.18.2 BellSouth shall provide Cbeyond with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in BellSouth's outside plant, including inside wire owned or controlled by BellSouth at the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission

path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

- 2.18.2.1 A point of technically feasible access is any point in BellSouth's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. BellSouth shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. BellSouth shall be compensated for providing this access in accordance with applicable FCC and Commission rules and orders.
- 2.18.3 BellSouth shall provide Cbeyond with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that Cbeyond seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in BellSouth's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by BellSouth at a multiunit customer premises between the minimum point of entry as defined in FCC Rule 68.105 and the point of demarcation of BellSouth's network as defined in FCC Rule 68.3.
 - 2.18.3.1 A point of technically feasible access is any point in BellSouth's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
 - 2.18.3.2 Upon notification by Cbeyond that it requests interconnection at a multiunit premises where BellSouth owns, controls, or leases wiring, BellSouth shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligations to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point.
- 2.18.4 **Unbundled Sub-Loop Distribution**
 - 2.18.4.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a

2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

- 2.18.4.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.18.4.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.18.4.3.1 If Cbeyond requests a UCSL and it is not available, Cbeyond may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.18.4.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.18.4.4.1 Upon request for USLD-INC from Cbeyond, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Cbeyond's use on this cross-connect panel. Cbeyond will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.18.4.5 For access to Voice Grade USLD and UCSL, Cbeyond shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Cbeyond's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.18.4.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Cbeyond is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Cbeyond's request, then BellSouth will perform the site set-up as described in the CLEC Information

Package, located at the website address:

<http://www.interconnection.bellsouth.com/products/html/unes.html>

- 2.18.4.7 The site set-up must be completed before Cbeyond can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Cbeyond's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.18.4.8 Once the site set-up is complete, Cbeyond will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Cbeyond requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Cbeyond for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

2.18.4.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.18.5 **Unbundled Network Terminating Wire (UNTW)**

2.18.5.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers. BellSouth shall provide access to UNTW as required by and in accordance with 47 CFR 51.319(b)(2).

2.18.5.2 **[Cbeyond]** BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) **or any multiunit premises where BellSouth owns, controls or leases multiunit premises wiring.**

[BellSouth] This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. **Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.**

2.18.5.3 **Requirements**

2.18.5.3.1 **[Cbeyond]** Upon request, BellSouth will provide access to UNTW pairs on an Access Terminal that functions as a single point of interconnection. Upon request, BellSouth also shall provide access to UNTW pairs on an Access Terminal at each (or individual) Garden Terminal(s) or Wiring Closet(s).

[BellSouth] BellSouth will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at Garden Terminal or Wiring Closet.

- 2.18.5.3.2 [Cbeyond] BellSouth shall not be required to install new or additional NTW beyond existing NTW unless it would do so upon request from one of its own end users or is otherwise required to do so in order to comply with FCC or Commission rules and orders.
- [BellSouth] The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party, unless it would do so upon request from one of its own end users or is otherwise.
- 2.18.5.3.2.1 [Cbeyond] No section
- [BellSouth] In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Cbeyond will install UNTW Access Terminals for BellSouth at no additional charge.
- 2.18.5.3.2.2 [Cbeyond] No section
- [BellSouth] In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Cbeyond for each pair activated commensurate to the price specified in Cbeyond's Agreement.
- 2.18.5.3.3 [Cbeyond] Upon receipt of an UNTW SI requesting access to BellSouth's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of Cbeyond, an Access Terminal will be installed at a single point of interconnection or either adjacent to each (or an individual) BellSouth Garden Terminal or inside each (or an individual) BellSouth Wiring Closet. Cbeyond will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Cbeyond may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to Cbeyond. A NID may also serve as an access terminal.
- [BellSouth] Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting

Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.18.5.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.18.5.3.5 [Cbeyond] Cbeyond is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of Cbeyond. The submission of the SI by Cbeyond will serve as certification by Cbeyond that such permission has been obtained. If the property owner objects to such Access Terminal installations that are in progress (prior to completion) and demands removal of Access Terminals, Cbeyond will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- [BellSouth] The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or prior to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.18.5.3.6 [Cbeyond] Cbeyond shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of Cbeyond failure to obtain the property owner's permission.
- [BellSouth] The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission
- 2.18.5.3.7 [Cbeyond] Cbeyond will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time Cbeyond activates the pair(s). Cbeyond will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.
- [BellSouth] Cbeyond will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.18.5.3.8 [Cbeyond] If a trouble exists on a UNTW pair, Cbeyond may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, Cbeyond will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, Cbeyond will isolate and report troubles to BellSouth. In such cases, Cbeyond must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge Cbeyond for time spent on the dispatch and testing the UNTW pair(s).

[BellSouth] If a trouble exists on a UNTW pair, the **Requesting Party** may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the **Requesting Party** will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the **Requesting Party** will isolate and report troubles **in the manner specified by the Provisioning Party**. The **Requesting Party** must tag the UNTW pair that requires repair. If the **Provisioning Party** dispatches a technician on a reported trouble call and no UNTW trouble is found, the **Provisioning Party** will charge **Requesting Party** for time spent on the dispatch and testing the UNTW pair(s).

2.18.5.3.8.1 [Cbeyond] No Section

[BellSouth] If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated **at least ten (10) percent** of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.18.5.3.9 [Cbeyond] If BellSouth determines that Cbeyond is using the UNTW pairs without reporting the activation of the pairs, Cbeyond will be billed for the use of that pair back to the date the End User began receiving service from Cbeyond at that location. **Upon request, Cbeyond will provide reasonable assurances to substantiate such date.** If Cbeyond fails to provide such reasonable assurances, then BellSouth will bill Cbeyond back to the date of the Access Terminal installation.

[BellSouth] If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, **the Requesting Party** will be billed for the use of that pair back to the date the End User began receiving service **from the Requesting Party** at that location. **Upon request, the Requesting Party will provide copies of its billing record to substantiate such date.** If the Requesting Party fails to provide such records, then **the Provisioning Party** will bill **the Requesting Party** back to the date of the Access Terminal installation.

2.18.6 **Unbundled Sub-Loop Feeder**

2.18.6.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Amendment, Cbeyond will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and Cbeyond has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Cbeyond any applicable disconnect charges.

2.18.7 **Unbundled Loop Concentration**

2.18.7.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted, unless otherwise required by FCC or Commission rules and orders. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Cbeyond, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.19 **Dark Fiber Loop**

2.19.1 Dark Fiber Loop is defined above in Section 2.3.3.

2.19.2 If Dark Fiber Loop is not readily available but can be made available through Routine Network Modifications as defined in Section 1.9.1, such as splicing and provisioning of a termination panel, Cbeyond may request BellSouth to perform such Routine Network Modifications.

2.19.3 **Requirements**

2.19.3.1 BellSouth shall make available in a reasonable and nondiscriminatory manner Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.19.3.2 Cbeyond may test the quality of the Dark Fiber to determine its usability and performance specifications.

2.19.3.3 Cbeyond may test Dark Fiber obtained from BellSouth using Cbeyond or Cbeyond designated personnel. BellSouth shall provide appropriate interfaces at both ends to allow testing of Dark Fiber.

2.19.3.4 [Cbeyond] BellSouth shall use commercially reasonable efforts to provide to Cbeyond information regarding the location, availability and performance of Dark Fiber Loop **within ten (10) business days** after receiving a SI from Cbeyond. **Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the SI to for ten (10) business days after Confirmation, BellSouth shall hold such requested Dark Fiber for Cbeyond's use and may not allow any other party to use such media, including BellSouth.**

[BellSouth] BellSouth shall use commercially reasonable efforts to provide to Cbeyond information regarding the location, availability and performance of Dark Fiber Loop **within ten (10) business days** after receiving a SI from Cbeyond.

2.19.3.5 **[Cbeyond]** If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Cbeyond within **twenty (20) days** after Cbeyond submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Cbeyond to connect Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

[BellSouth] If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Cbeyond within **twenty (20) business days** after Cbeyond submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Cbeyond to connect Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.19.3.6 BellSouth shall provide a loss measurement report to Cbeyond in order for Cbeyond to determine the suitability of Dark Fiber.

2.20 **Loop Makeup**

2.20.1 **Description of Service**

2.20.1.1 BellSouth shall make available to Cbeyond LMU information so that Cbeyond can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Cbeyond intends to install and the services Cbeyond wishes to provide. This section addresses LMU as a preordering transaction, distinct from Cbeyond ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.20.1.2 BellSouth will provide Cbeyond LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters. BellSouth's LMU information is provided to Cbeyond as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided; but, BellSouth shall provide to Cbeyond the same information that it provides to itself.

2.20.1.3 **[Cbeyond] No section**

[BellSouth] BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.20.1.4 Cbeyond may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Cbeyond and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Cbeyond's ability to provide advanced services over the ordered Loop type. Further, if Cbeyond orders Loops that do not require a specific facility medium (i.e. copper and ISDN) or Loops that are not intended to support advanced services (such as UV-SL1, UV or -SL2 compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Cbeyond is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.20.2 **Submitting Loop Makeup Service Inquiries**

2.20.2.1 Cbeyond may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Cbeyond needs further Loop information in order to determine Loop service capability, Cbeyond may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.20.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, available at <http://interconnection.bellsouth.com/guides/html/unes.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.20.3 **Loop Reservations**

2.20.3.1 For a Mechanized LMUSI, Cbeyond may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Cbeyond may reserve up to three (3) Loop facilities.

2.20.3.2 Cbeyond may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to Cbeyond. During and prior

to Cbeyond placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Cbeyond does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

- 2.20.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.20.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Cbeyond will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Cbeyond does not reserve facilities upon an initial LMUSI, Cbeyond's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.20.3.5 Where Cbeyond has reserved multiple Loop facilities on a single reservation, Cbeyond may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Cbeyond, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Cbeyond.

2.21 **Line Sharing**

- 2.21.1 In the event Line Sharing is available, BellSouth shall make Line Sharing available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to 252 of the Act by BellSouth and Cbeyond.

2.22 **Line Splitting**

- 2.22.1 In the event Line Splitting is available, BellSouth shall make Line Splitting available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

3. **Local Switching**

- 3.1 In the event Local Switching is available, BellSouth shall make local switching capability and tandem switching capability, and applicable associated UNEs, available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

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5. **Unbundled Network Element Combinations**

- 5.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Cbeyond are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Cbeyond are not already combined by BellSouth in the location requested by Cbeyond but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Cbeyond are not elements that BellSouth combines for its use in its network.
- 5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth’s network.
- 5.2 **Enhanced Extended Links (EELs)**
- 5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Cbeyond with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the FCC’s eligibility requirements, if applicable.
- 5.2.2 EELs include, but are not limited to the following combinations:
- 5.2.2.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
 - 5.2.2.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
 - 5.2.2.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
 - 5.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
 - 5.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
 - 5.2.2.6 DS1 Interoffice Channel + DS1 Local Loop
 - 5.2.2.7 DS3 Interoffice Channel + DS3 Local Loop
 - 5.2.2.8 STS-1 Interoffice Channel + STS-1 Local Loop
 - 5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.2.2.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
 - 5.2.2.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

- .13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- .14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

High-capacity EELs are DS1 and/or DS3 combinations of loop and interoffice transport at UNE or commingled rates as described in the 47 CFR 51.318 and the Triennial Review Order (FCC 03-36). High-capacity EELs must comply with the service eligibility criteria set forth below.

By placing an order for a high-capacity EEL, Cbeyond thereby certifies that the high-capacity EEL service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth may not engage in self-help by withholding an EEL ordered by Cbeyond. However, BellSouth may reject the requested circuit, if it is not ultimately connected to a collocation arrangement that meets the requirements of 47 CFR 51.318(c).

If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through Routine Network Modifications as defined in Section 1.9.1, for loops that are DS3 and above (including Dark Fiber), Cbeyond may request BellSouth to perform such Routine Network Modifications. For DS1 loops and below, BellSouth will perform such Routine Network Modifications without such request from Cbeyond in the normal course of business.

5.3.5.1 Service Eligibility Criteria

- 5.2.5.1.1 Cbeyond has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area:
- 5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 5.2.5.2.1 **[Cbeyond]** 1) Each circuit to be provided to each **customer** will be assigned a local number prior to the provision of service over that circuit;
[BellSouth] 1) Each circuit to be provided to each **End User** will be assigned a local number prior to the provision of service over that circuit;
 - 5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each fully utilized DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
 - 5.2.5.2.3 **[Cbeyond]** 3) Each circuit to be provided to each **customer** will have 911 or E911 capability prior to provision of service over that circuit;

[BellSouth] 3) Each circuit to be provided to each **End User** will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 **[Cbeyond]** 4) Each circuit to be provided to each **customer** will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

[BellSouth] 4) Each circuit to be provided to each **End User** will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

5.2.5.2.5 **[Cbeyond]** 5) Each circuit to be provided to each **customer** will be served by an interconnection trunk over which Cbeyond will transmit the calling party's number in connection with calls exchanged over the trunk;

[BellSouth] 5) Each circuit to be provided to each **End User** will be served by an interconnection trunk over which Cbeyond will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Cbeyond will have at least one (1) active DS1 local service interconnection trunk over which Cbeyond will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7 **[Cbeyond]** 7) Each circuit to be provided to each **customer** will be served by a switch capable of switching local voice traffic.

[BellSouth] 7) Each circuit to be provided to each **End User** will be served by a switch capable of switching local voice traffic.

5.2.6 BellSouth may conduct a limited audit of Cbeyond's records on an annual basis based upon cause to verify compliance with High Capacity EEL Service Eligibility Criteria.

5.2.6.1 **[Cbeyond]** To invoke its limited right to audit, BellSouth will send a Notice of Audit to Cbeyond, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The notice of audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such notice of audit will be delivered to Cbeyond with all supporting documentation no less than thirty (30) days prior to the date upon which BellSouth seeks to commence an audit.

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[BellSouth] BellSouth shall send a Notice of an Audit to Cbeyond. The independent audit will request data needed to conduct the Audit of Cbeyond's records.

5.2.6.2 [Cbeyond] The audit shall be conducted by a **third party** independent auditor **mutually agreed-upon by the Parties and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) no sooner than thirty (30) days after the parties have reached agreement on the auditor.**

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[BellSouth] The audit shall be conducted by an independent auditor.

5.2.6.2.1 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an “examination engagement” and issue an opinion regarding Cbeyond’s compliance with the High Capacity EEL Service Eligibility Criteria. AICPA standards and other requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor’s report will conclude whether Cbeyond complied in all material respects with the applicable High Capacity EEL Service Eligibility Criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor’s judgment.

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5.2.6.2.2 To the extent the independent auditor’s report concludes that Cbeyond failed to comply with the High Capacity EEL Service Eligibility Criteria, Cbeyond must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.2.6.2.3 To the extent the independent auditor’s report concludes that Cbeyond failed to comply in all material respects with the High Capacity EEL Service Eligibility Criteria, Cbeyond must reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent auditor’s report concludes that Cbeyond complied in all material respects with the High Capacity EEL Service Eligibility Criteria, BellSouth must reimburse Cbeyond for its costs associated with the audit, including, staff time and other appropriate costs for responding to the audit accounted for by Cbeyond. Reimbursement under this section shall take place within thirty (30) calendar days of receipt of a statement of costs associated with the audit.

5.2.6.2.4 Cbeyond will maintain appropriate documentation to support its certifications

5.2.6.2.5 In the event Cbeyond converts special access services to a combination of UNEs, Cbeyond shall be subject to the applicable termination liability provisions in the applicable special access tariffs, if any.

5.3 **UNE Port/Loop Combinations**

5.3.1 In the event UNE Port/Loop Combinations are available, BellSouth shall make UNE Port/Loop Combinations available to Cbeyond consistent with the Act and applicable FCC and Commission rules and orders, upon request by Cbeyond and pursuant to the terms and

conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

6. **Rates**

6.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

6.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

6.3 This section is intentionally deleted.

6.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Cbeyond in addition to those specifically referenced in this Section 5 above, where available. To the extent Cbeyond requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR process.

7. **Transport, Channelization and Dark Fiber**

7.1 **Transport**

7.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC and Commission rules and orders, and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Cbeyond, as set forth herein.

7.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Cbeyond uses for transmission between wire centers or switches owned by BellSouth and within the same LATA. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall be unbundled as Dedicated Transport between incumbent LEC switches or wire centers to the extent specified in part 51 of the FCC's rules.

7.1.1.2 **[Cbeyond]** Dark Fiber Transport is unactivated optical Dedicated Transport as defined in 7.1.1 and 7.1.1.1 above.

[BellSouth] Dark Fiber Transport, defined as BellSouth's unactivated fiber optic transmission facilities without signal generation or other electronics between wire centers or switches owned by BellSouth and within the same LATA. Dark Fiber Transport is unactivated optical Dedicated Transport as defined in 7.1.1 and 7.1.1.1 above.

7.1.1.3 Common (Shared) Transport is as defined in 47 C.F.R. 51.319(d)(4)(i)(C). Where BellSouth UNEs are connected by intraoffice wiring, such wiring is provided as part of the UNE and is not Common (Shared) Transport.

7.1.1.3.1 BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Cbeyond.

7.1.2 BellSouth shall:

7.1.2.3 Provide Cbeyond exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

7.1.2.4 Provide all technically feasible features, functions, and capabilities of the transport facility;

7.1.2.5 Permit, to the extent technically feasible, Cbeyond to connect such interoffice facilities to equipment designated by Cbeyond, including but not limited to, Cbeyond's collocated facilities; and

7.1.2.6 Permit, to the extent technically feasible and on a nondiscriminatory basis, Cbeyond to obtain the functionality provided by BellSouth's digital cross-connect systems or multiplexers.

7.1.3 Technical Requirements of Common (Shared) Transport

7.1.3.3 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

7.1.3.4 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

7.1.3.5 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

7.2 **Dedicated Transport**

7.2.1 BellSouth shall offer Dedicated Transport as a circuit (e.g., DS0, DS1, DS3) dedicated to Cbeyond:

7.2.1.3 This section is intentionally left blank.

- 7.2.2 Dedicated Transport may be provided over facilities such as optical fiber and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 7.2.3 Cbeyond may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switch locations and another of BellSouth's wire centers or switch locations. A route between two (2) points may pass through one or more intermediate BellSouth wire centers or switch locations. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate BellSouth wire centers or switch locations, if any.
- 7.2.4 Any request to re-terminate one end of a circuit to a different central office will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 7.2.5 If Dedicated Transport is not readily available but can be made available through Routine Network Modifications as defined in Section 1.9.1, Cbeyond may request BellSouth to perform such Routine Network Modifications.
- 7.3 This section intentionally left blank.
- 7.4 Technical Requirements
- 7.4.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Cbeyond designated traffic.
- 7.4.1.1 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 7.4.1.2 **BellSouth shall** offer the following interface transmission rates for Dedicated Transport:
- 7.4.1.2.1 DS0 Equivalent;
- 7.4.1.2.2 DS1;
- 7.4.1.2.3 DS3; and
- 7.4.1.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 7.4.1.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Cbeyond shall specify the termination points for Dedicated Transport.
- 7.4.1.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 7.4.1.5 BellSouth Technical References:
 - 7.4.1.5.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 7.4.1.5.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 7.4.1.5.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 7.5 Unbundled Channelization
 - 7.5.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Notwithstanding the foregoing, Cbeyond does not agree that a digital cross connect system is needed to provide this functionality. Once UC has been installed, Cbeyond may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4. Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability.
 - 7.5.2 BellSouth shall make available the following channelization systems and interfaces:
 - 7.5.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
 - 7.5.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 7.5.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 7.5.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional non-chargeable feature, if ordered with the original DS1 facilities. If ordered subsequent to a facility installation, a non-recurring charge will apply.
 - 7.5.3 Technical Requirements

- 7.5.3.1 BellSouth will provide Unbundled Channelization as stated in Section 7.5 at Parity with its retail offerings and on a nondiscriminatory basis with its wholesale offerings, and as specified in TR 75501 LightGate@Service Interface and Performance Specifications, Issue D, June 1995.
- 7.6 Dark Fiber Transport
- 7.6.1 BellSouth shall make Dark Fiber Transport available in accordance with FCC and Commission rules and orders. Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cbeyond to utilize Dark Fiber Transport.
- 7.6.2 **[Cbeyond]** If Dark Fiber Transport is not readily available but can be made available through Routine Network Modifications as defined in Section 1.9.1, such as splicing and provisioning of a termination panel, Cbeyond may request BellSouth to perform such Routine Network Modifications.
- 7.6.3 Cbeyond may test Dark Fiber obtained from BellSouth using Cbeyond or Cbeyond designated personnel. BellSouth shall provide appropriate interfaces at both ends to allow testing of Dark Fiber.
- 7.7 **Requirements**
- 7.7.1 BellSouth shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
- 7.7.2 Cbeyond may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 7.7.3 **[Cbeyond]** BellSouth shall use commercially reasonable efforts to provide to Cbeyond information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Cbeyond. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport (**"Confirmation"**). **From the time of the request to ten (10) business days after Confirmation, BellSouth shall hold such requested Dark Fiber for Cbeyond's use and may not allow any other party to use such media, including BellSouth.**

[BellSouth] BellSouth shall use commercially reasonable efforts to provide to Cbeyond information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Cbeyond. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

7.7.4 **[Cbeyond]** If the requested Dark Fiber Transport is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Transport to Cbeyond within **twenty (20) days** after Cbeyond submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Cbeyond to connect Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

[BellSouth] If the requested Dark Fiber Transport is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Transport to Cbeyond within **twenty (20) business days** after Cbeyond submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Cbeyond to connect Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport

7.8 BellSouth shall provide a loss measurement report to Cbeyond in order for Cbeyond to determine the suitability of Dark Fiber Transport.

8. **911 and E911 and Other databases**

8.1 BellSouth shall provide Cbeyond with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with **47 C.F.R. 51.319(f) and applicable FCC and Commission rules and orders.**

8.2 **[Cbeyond]** No section

[BellSouth] Notwithstanding the foregoing, nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Cbeyond's or any other third-party's call-related database(s), leased or owned, unless otherwise agreed to by the Parties under a separate agreement.

9. **Toll Free Number Database / BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**

9.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth also shall make its Toll Free Number Database / BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

10 **Line Information Database**

- 10.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth also shall make its Line Information Database available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

11. **Signaling**

- 11.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.
- 11.2 **Signaling Link Transport**
- 11.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Cbeyond designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 11.2.2 Technical Requirements
- 11.2.3 **Signaling Link Transport** shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 11.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
- 11.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
- 11.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
- 11.2.4.1 An A-link layer shall consist of two (2) links. There shall be no more than two minutes down time per year for an A-link layer.
- 11.2.4.2 A B-link layer shall consist of four (4) links. There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

- 11.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 11.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- 11.2.4.5 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 11.2.5 Interface Requirements
 - 11.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Cbeyond's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 11.3 Signaling Transfer Points
 - 11.3.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPs.
 - 11.3.2 Technical Requirements
 - 11.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.
 - 11.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
 - 11.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Cbeyond local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Cbeyond local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
 - 11.3.3.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT

and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Cbeyond or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Cbeyond database, then Cbeyond agrees to provide BellSouth with the Destination Point Code for Cbeyond database.

- 11.3.3.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 11.3.3.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Cbeyond or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 11.4 Cbeyond may choose to route SS7 signaling information (e.g., ISUP, TSAP) from Cbeyond's signaling network to another LECs or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between Cbeyond and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switching, provided that, where BellSouth does not have such a trunk, Cbeyond furnishes BellSouth with:
 - 11.4.1 the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;
 - 11.4.2 the identify of the STPs in BellSouth's network in which each DPC will be translated; and
 - 11.4.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.
- 11.5 SS7
 - 11.5.1 When technically feasible and upon request by Cbeyond, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Cbeyond's SS7 network to exchange TCAP queries and responses with a Cbeyond SCP.

- 11.5.2 SS7 AIN Access shall provide Cbeyond SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Cbeyond SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Cbeyond SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 11.5.3 Interface Requirements
- 11.5.3.1 BellSouth shall provide the following STP options to connect Cbeyond or Cbeyond designated local switching systems to the BellSouth SS7 network:
- 11.5.3.2 An A-link interface from Cbeyond local switching systems; and,
- 11.5.3.3 A B-link interface from Cbeyond local STPs.
- 11.5.3.4 Each type of interface shall be provided by one or more layers of signaling links.
- 11.5.3.5 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 11.5.3.6 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 11.5.3.7 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references. This includes:
- 11.5.3.7 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
- 11.5.3.8 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
- 11.5.3.9 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 11.6 **Message Screening**
- 11.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Cbeyond local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Cbeyond switching system has a valid signaling relationship.

11.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Cbeyond local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Cbeyond switching system has a valid signaling relationship.

11.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Cbeyond from any signaling point or network interconnected through BellSouth's SS7 network where the Cbeyond SCP has a valid signaling relationship.

11.7 **Service Control Points (SCP)/Databases**

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

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

11.7.3 **Technical Requirements for SCPs/Databases**

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

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

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

12. **Database Availability**

12.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

- 12.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Cbeyond customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13. **Local Number Portability Database**

- 13.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth also shall make its Local Number Portability Database available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

14. **SS7 Network Interconnection**

- 14.1 **[Cbeyond]** BellSouth shall make SS7 Network Interconnection available to Cbeyond, **including interconnection at the A and/or B link levels**, consistent with the Act and applicable FCC and Commission rules and Order. upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

[BellSouth] In the event **SS7 Network Interconnection is available**, BellSouth shall make SS7 Network Interconnection available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders. upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

15. **Automatic Location Identification/Data Management System (ALI/DMS)**

- 15.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Cbeyond will be required to provide BellSouth daily updates to E911 database. Cbeyond shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

15.2 **Technical Requirements**

- 15.2.1 BellSouth shall provide Cbeyond the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Cbeyond after Cbeyond provides End User information for input into the ALI/DMS database.

- 15.2.2 Cbeyond shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

16. **Calling Name Database Service**

- 16.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth also shall make its [database] available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

17. **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

- 17.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth also shall make its Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated pursuant to §252 of the Act by BellSouth and Cbeyond.

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18. **Operational Support Systems**

- 18.1 **[Cbeyond] BellSouth shall provide Cbeyond with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 C.F.R. 319(g), FCC and Commission rules and Orders, and as set forth in Attachment 6. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide Cbeyond with nondiscriminatory access to the same detailed information about the loop that is available to BellSouth.**

[BellSouth] BellSouth shall provide Cbeyond with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with **Attachment 6**.

- 18.2 BellSouth has developed and made available electronic interfaces by which Cbeyond may submit LSRs electronically.
- 18.3 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Subject to the limitations set forth in Attachment 6 to this Agreement,

LSRs submitted, by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.

18.4 Denial/Restoral OSS Charge

18.4.1 In the event Cbeyond 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.

18.5 Cancellation OSS Charge

18.5.1 Cbeyond will incur an OSS charge for an accepted LSR that is later canceled.

18.5.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

18.5.3 Network Elements and Other Services Manual Additive

18.5.3.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit

| CATEGORY | RATE ELEMENTS | Interim Zone | BCS | USOC | RATES (\$) | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 | | Exhibit: A | |
|--|--|--------------|-------|-------|--------------------------|--------------------|----------------------------------|--------------------------------------|--|--|---|---|
| | | | | | Nonrecurring First Add'l | Nonrecurring Add'l | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | Rec | First | Add'l | SOMECC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| <p>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</p> <p>OPERATIONAL SUPPORT SYSTEMS (OSS) - "State Specific RATES"</p> <p>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 an interconnection contract established in each of the 9 states.</p> <p>NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECC 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 SOMECC 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, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.</p> <p>OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only</p> <p>OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only</p> <p>SERVICE DATE ADVANCEMENT CHARGE</p> <p>NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.</p> | | | | | | | | | | | | |
| | UNE Expedite Charge per Circuit or Line Assignable USOC, per Day | | | SDASP | 200.00 | | | | | | | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 1 | 1 | UEANL | UEAL2 | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 2 | 2 | UEANL | UEAL2 | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 3 | 3 | UEANL | UEAL2 | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 1 | 1 | UEANL | UEASL | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 2 | 2 | UEANL | UEASL | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 1, Zone 3 | 3 | UEANL | UEASL | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | |
| | Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise | | UEANL | URETL | | 8.33 | 0.83 | | | | | |
| | Loop Testing - Basic: 1st Half Hour | | UEANL | URET1 | | 48.65 | 48.65 | | | | | |
| | Loop Testing - Basic: Additional Half Hour | | UEANL | URETA | | 23.95 | 23.95 | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UPL-SL1) | | UEANL | UREWO | | 15.78 | 8.94 | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | |
|--------------------------------------|---|---------|------|-------------|-------|------------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elgc per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN |
| | Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.) | | | UEANL | UEANM | | 13.49 | | | | | | | | |
| | Manual Order Coordination for UVL-SL1s (per loop) | | | UEANL | UEAMC | | | 9.00 | | | | | | | |
| | Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) | | | UEANL | OCOSL | | 23.02 | | | | | | | | |
| | 2-WIRE Unbundled COPPER LOOP | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 | | 1 | UEQ | UEQ2X | | 7.69 | 20.90 | 24.88 | 6.45 | | | | | |
| | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 | | 2 | UEQ | UEQ2X | | 10.92 | 20.90 | 24.88 | 6.45 | | | | | |
| | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 | | 3 | UEQ | UEQ2X | | 19.38 | 20.90 | 24.88 | 6.45 | | | | | |
| | Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise | | | UEQ | URETL | | 8.33 | 0.83 | | | | | | | |
| | Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop) | | | UEQ | USBMC | | 9.00 | | | | | | | | |
| | Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.) | | | UEQ | UEQMU | | 13.49 | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | 48.65 | 48.65 | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | 23.95 | 23.95 | | | | | | | |
| | CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND) | | | UEQ | UREWO | | 14.27 | 7.43 | | | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEALS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR UEPSB | UEABS | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEALS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR UEPSB | UEABS | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEALS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEABS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | |
| | UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| | 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 | | 1 | UEA | UEAL2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 | | 2 | UEA | UEAL2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 | | 3 | UEA | UEAL2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 23.02 | | | | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 | | 1 | UEA | UEAR2 | 12.24 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 | | 2 | UEA | UEAR2 | 17.40 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 | | 3 | UEA | UEAR2 | 30.87 | 135.75 | 82.47 | 63.53 | 12.01 | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 23.02 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | 87.71 | 36.35 | | | | | | | |
| | Loop Tagging - Service Level 2 (SL2) | | | UEA | URETL | | 11.21 | 1.10 | | | | | | | |
| | 4-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEA | UEAL4 | 18.89 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEA | UEAL4 | 26.84 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEA | UEAL4 | 47.62 | 167.86 | 115.15 | 67.08 | 15.56 | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UEA | OCOSL | | 23.02 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UEA | UREWO | | 87.71 | 36.35 | | | | | | | |
| | 2-WIRE ISDN DIGITAL GRADE LOOP | | | | | | | | | | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 1 | | 1 | UDN | U1L2X | 19.28 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | |
| | 2-Wire ISDN Digital Grade Loop - Zone 2 | | 2 | UDN | U1L2X | 27.40 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | |
|--------------------------------------|---|---------|------|-----|-------|------------|--------------|--------|-------------------------|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 2-Wire ISDN Digital Grade Loop - Zone 3 | | 3 | UDN | U1L2X | 48.62 | 147.69 | 94.41 | 62.23 | 10.71 | | | | | | |
| | Order Coordination For Specified Conversion Time (per LSR) | | | UDN | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDN | UREWO | | 91.61 | 44.15 | | | | | | | | |
| | 2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2X | 8.30 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2X | 11.80 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2X | 20.94 | 149.53 | 103.85 | 75.05 | 15.63 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UAL | OCOSL | | 23.02 | | | | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1 | | 1 | UAL | UAL2W | 8.30 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2 | | 2 | UAL | UAL2W | 11.80 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3 | | 3 | UAL | UAL2W | 20.94 | 124.83 | 71.12 | 60.64 | 9.12 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UAL | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UAL | UREWO | | 86.19 | 40.39 | | | | | | | | |
| | 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 | | 1 | UHL | UHL2X | 7.22 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 | | 2 | UHL | UHL2X | 10.26 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 | | 3 | UHL | UHL2X | 18.21 | 159.09 | 113.41 | 75.05 | 15.63 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 23.02 | | | | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL2W | 7.22 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL2W | 10.26 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL2W | 18.21 | 134.40 | 80.69 | 60.64 | 9.12 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | 86.12 | 40.39 | | | | | | | | |
| | 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4X | 10.86 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4X | 15.44 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4X | 27.39 | 193.31 | 138.98 | 77.15 | 12.61 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 23.02 | | | | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1 | | 1 | UHL | UHL4W | 10.86 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2 | | 2 | UHL | UHL4W | 15.44 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3 | | 3 | UHL | UHL4W | 27.39 | 168.62 | 115.47 | 62.74 | 11.22 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UHL | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UHL | UREWO | | 86.12 | 40.39 | | | | | | | | |
| | 4-WIRE DS1 DIGITAL LOOP | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 1 | | 1 | USL | USLXX | 70.74 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 2 | | 2 | USL | USLXX | 100.54 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | 4-Wire DS1 Digital Loop - Zone 3 | | 3 | USL | USLXX | 178.39 | 313.75 | 181.48 | 61.22 | 13.53 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | USL | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | USL | UREWO | | 101.07 | 43.04 | | | | | | | | |
| | 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps | | 1 | UDL | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps | | 2 | UDL | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | | Exhibit: A | | | |
|--------------------------------------|---|---------|------|-----|---|------------|--------------|--------|-------------------------|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | 4 Wire Unbundled Digital 19.2 Kbps | | 3 | UDL | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | UDL | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | UDL | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | UDL | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UDL | OCOSL | | 23.02 | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | UDL | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | UDL | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | UDL | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | UDL | OCOSL | | 23.02 | | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UDL | UREWO | | 102.11 | 49.74 | | | | | | | | |
| 2-WIRE Unbundled COPPER LOOP | | | | | | | | | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1 | | 1 | UCL | UCLPB | 8.30 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2 | | 2 | UCL | UCLPB | 11.80 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | 2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3 | | 3 | UCL | UCLPB | 20.94 | 148.50 | 102.82 | 75.05 | 15.63 | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCLPW | 8.30 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCLPW | 11.80 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | 2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCLPW | 20.94 | 123.81 | 70.09 | 60.64 | 9.12 | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch (UCL Des) | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | |
| 4-WIRE COPPER LOOP | | | | | | | | | | | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4S | 11.83 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4S | 16.81 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | 4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4S | 29.82 | 177.87 | 132.76 | 77.15 | 17.73 | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1 | | 1 | UCL | UCL4W | 11.83 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2 | | 2 | UCL | UCL4W | 16.81 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | 4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3 | | 3 | UCL | UCL4W | 29.82 | 153.18 | 100.03 | 62.74 | 11.22 | | | | | | |
| | Order Coordination for Unbundled Copper Loops (per loop) | | | UCL | UCLMC | | 9.00 | 9.00 | | | | | | | | |
| | CLEC to CLEC Conversion Charge without outside dispatch | | | UCL | UREWO | | 97.21 | 42.47 | | | | | | | | |
| LOOP MODIFICATION | | | | | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop | | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | | 0.00 | 0.00 | | | | | | | | |
| | Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop | | | | UHL, UCL, UEA | | 0.00 | 0.00 | | | | | | | | |
| | Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop | | | | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB | | 10.52 | 10.52 | | | | | | | | |
| SUB-LOOPS | | | | | | | | | | | | | | | | |
| Sub-Loop Distribution | | | | | | | | | | | | | | | | |
| | Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up | | I | | UEANL | USBSA | 487.23 | | | | | | | | | |
| | Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up | | I | | UEANL | USBSB | 6.25 | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | | | |
|--------------------------------------|--|---------|------|---------------------------------|-------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|------------|-------|-------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | |
| | | | | | | | First | Add'l | First | | | | | | | | | | | | | Add'l |
| | Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up | | | UEANL | USBSC | | 169.25 | | | | | | | | | | | | | | | |
| | Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up | | | UEANL | USBSD | | 38.65 | | | | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN2 | 6.46 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN2 | 9.18 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN2 | 16.29 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1 | | 1 | UEANL | USBN4 | 7.37 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2 | | 2 | UEANL | USBN4 | 10.47 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3 | | 3 | UEANL | USBN4 | 18.58 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | Sub-Loop 2-Wire Intra-Building Network Cable (INC) | | 1 | UEANL | USBR2 | 3.96 | 51.84 | 13.44 | 47.50 | 5.26 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | Sub-Loop 2-Wire Intra-Building Network Cable (INC) | | 1 | UEANL | USBR4 | 9.37 | 55.51 | 12.51 | 49.71 | 6.60 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEANL | URET1 | | 48.65 | 48.65 | | | | | | | | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEANL | URETA | | 23.95 | 23.95 | | | | | | | | | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS2X | 5.15 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS2X | 7.31 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS2X | 12.98 | 60.19 | 21.78 | 47.50 | 5.26 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1 | | 1 | UEF | UCS4X | 5.36 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2 | | 2 | UEF | UCS4X | 7.61 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3 | | 3 | UEF | UCS4X | 13.51 | 68.83 | 30.42 | 49.71 | 6.60 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | | | |
| | Loop Testing - Basic 1st Half Hour | | | UEF | URET1 | | 48.65 | 48.65 | | | | | | | | | | | | | | |
| | Loop Testing - Basic Additional Half Hour | | | UEF | URETA | | 23.95 | 23.95 | | | | | | | | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) | | | | | | | | | | | | | | | | | | | | | |
| | Unbundled Network Terminating Wire (UNTW) per Pair | | | UENTW | UENPP | 0.4572 | 18.02 | | | | | | | | | | | | | | | |
| | Network Interface Device (NID) | | | | | | | | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-2 lines | | | UENTW | UND12 | | 71.49 | 48.87 | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-6 lines | | | UENTW | UND16 | | 113.89 | 89.07 | | | | | | | | | | | | | | |
| | Network Interface Device Cross Connect - 2W | | | UENTW | UNDC2 | | 7.63 | 7.63 | | | | | | | | | | | | | | |
| | Network Interface Device Cross Connect - 4W | | | UENTW | UNDC4 | | 7.63 | 7.63 | | | | | | | | | | | | | | |
| | UNE OTHER, PROVISIONING ONLY - NO RATE | | | | | | | | | | | | | | | | | | | | | |
| | NID - Dispatch and Service Order for NID installation | | | UENTW | UNDBX | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | UNTW Circuit Id Establishment, Provisioning Only - No Rate | | | UENTW | UENCE | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | Unbundled Contract Name, Provisioning Only - No Rate | | | UEANL,UEF,UEQ,UENTW | UNECN | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | UNE OTHER, PROVISIONING ONLY - NO RATE | | | | | | | | | | | | | | | | | | | | | |
| | Unbundled Contract Name, Provisioning Only - no rate | | | UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC | UNECN | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Feeder 2 Wire Cross Box Jumper - no rate | | | UEA,UDN,UCL,UDC | USBFO | 0.00 | 0.00 | | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Feeder 4 Wire Cross Box Jumper - no rate | | | UEA,USL,UCL,UDL | USBFR | 0.00 | 0.00 | | | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | |
|--|--|---------|------|------------|-------|------------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|---|---|----------------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | OSS Rates (\$) | |
| | | | | | | | First | Add'l | First | Add'l | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Unbundled DS1 Loop - Superframe Format Option - no rate | | | USL | CCOSF | 0.00 | 0.00 | | | | | | | | | |
| | Unbundled DS1 Loop - Expanded Superframe Format option - no rate | | | USL | CCOEF | 0.00 | 0.00 | | | | | | | | | |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Per Mile per month | | | UE3 | 1L5ND | 10.92 | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - DS3 - Facility Termination per month | | | UE3 | UE3PX | 386.88 | 556.37 | 343.01 | 139.13 | 96.84 | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Per Mile per month | | | UDLSX | 1L5ND | 10.92 | | | | | | | | | | |
| | High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month | | | UDLSX | UDLS1 | 426.60 | 556.37 | 343.01 | 139.13 | 96.84 | | | | | | |
| LOOP MAKE-UP | | | | | | | | | | | | | | | | |
| | Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) | | | UMK | UMKLV | | 52.17 | 52.17 | | | | | | | | |
| | Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) | | | UMK | UMKLP | | 55.07 | 55.07 | | | | | | | | |
| | Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) | | | UMK | UMKMQ | | 0.6784 | 0.6784 | | | | | | | | |
| UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination | | | U1TVX | U1TV2 | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination | | | U1TVX | U1TR2 | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month | | | U1TVX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination | | | U1TVX | U1TV4 | 22.58 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month | | | U1TDX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination | | | U1TDX | U1TD5 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month | | | U1TDX | 1L5XX | 0.0091 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination | | | U1TDX | U1TD6 | 18.44 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month | | | U1TD1 | 1L5XX | 0.1856 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 88.44 | 105.54 | 98.47 | 21.47 | 19.05 | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month | | | U1TD3 | 1L5XX | 3.87 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month | | | U1TD3 | U1TF3 | 1,071.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month | | | U1TS1 | 1L5XX | 3.87 | | | | | | | | | | |
| | Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination | | | U1TS1 | U1TFS | 1,056.00 | 335.46 | 219.28 | 72.03 | 70.56 | | | | | | |
| DARK FIBER | | | | | | | | | | | | | | | | |
| | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel | | | UDF, UDFCX | 1L5DF | 26.85 | | | | | | | | | | |
| | NRC Dark Fiber - Interoffice Channel | | | UDF, UDFCX | UDF14 | | 751.34 | 193.88 | 356.21 | 230.11 | | | | | | |
| | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop | | | UDF, UDFCX | 1L5DL | 55.04 | | | | | | | | | | |
| | NRC Dark Fiber - Local Loop | | | UDF, UDFCX | UDFL4 | | 751.34 | 193.88 | 356.21 | 230.11 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | |
|--|--|---------|------|-------|-------|------------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|--|----------------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | OSS Rates (\$) | |
| | | | | | | | First | Add'l | First | Add'l | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| SIGNALING (CCS7) | | | | | | | | | | | | | | | | |
| | CCS7 Signaling Termination, Per STP Port | | | UDB | PT8SX | 135.05 | | | | | | | | | | |
| | CCS7 Signaling Usage, Per TCAP Message | | | UDB | | 0.0000607 | | | | | | | | | | |
| | CCS7 Signaling Connection, Per link (A link) | | | UDB | TPP++ | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Connection, Per link (B link) (also known as D link) | | | UDB | TPP++ | 17.93 | 43.57 | 43.57 | 18.31 | 18.31 | | | | | | |
| | CCS7 Signaling Usage, Per ISUP Message | | | UDB | | 0.0000152 | | | | | | | | | | |
| | CCS7 Signaling Usage Surrogate, per link per LATA | | | UDB | STU56 | 694.32 | | | | | | | | | | |
| | CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected | | | UDB | CCAPO | | 46.03 | 46.03 | 46.03 | 46.03 | | | | | | |
| E911 SERVICE | | | | | | | | | | | | | | | | |
| | Local Channel - Dedicated - 2-wr Voice Grade - Zone 1 | | | | | 21.94 | 265.84 | 46.97 | 37.63 | 4.00 | | | | | | |
| | Local Channel - Dedicated - 2-wr Voice Grade - Zone 2 | | | | | 29.62 | 265.84 | 46.97 | 37.63 | 4.00 | | | | | | |
| | Local Channel - Dedicated - 2-wr Voice Grade - Zone 3 | | | | | 57.22 | 265.84 | 46.97 | 37.63 | 4.00 | | | | | | |
| | Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile | | | | | 0.0091 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination | | | | | 25.32 | 47.35 | 31.78 | 18.31 | 7.03 | | | | | | |
| | Local Channel - Dedicated - DS1 - Zone 1 | | | | | 35.28 | 216.65 | 183.54 | 21.47 | 19.05 | | | | | | |
| | Local Channel - Dedicated - DS1 - Zone 2 | | | | | 47.63 | 216.65 | 183.54 | 21.47 | 19.05 | | | | | | |
| | Local Channel - Dedicated - DS1 - Zone 3 | | | | | 92.01 | 216.65 | 183.54 | 21.47 | 19.05 | | | | | | |
| | Interoffice Transport - Dedicated - DS1 Per Mile | | | | | 0.1856 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 Per Facility Termination | | | | | 88.44 | 105.54 | 98.47 | 21.47 | 19.05 | | | | | | |
| ENHANCED EXTENDED LINK (EELs) | | | | | | | | | | | | | | | | |
| NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements. | | | | | | | | | | | | | | | | |
| NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements. | | | | | | | | | | | | | | | | |
| EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | |
| | First 2-Wire VG Loop (SL2) in Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 2-Wire VG Loop (SL2) in Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 2-Wire VG Loop (SL2) in Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | 1/0 Channelization System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | |
| | Voice Grade COCI - Per Month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Voice Grade COCI - Per Month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | |
| EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | | |
| | First 4-Wire Analog Voice Grade Loop in Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-Wire Analog Voice Grade Loop in Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.84 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-Wire Analog Voice Grade Loop in Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | 1/0 Channel System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | |
| | Voice Grade COCI in combination - per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 | | Exhibit: A | | | | |
|---|--|---------|-------|-------|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|------------|----------------|--|
| | | | | | | | | | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | |
| | | | | | | | | | Rec | Nonrecurring | | Nonrecurring | Disconnect | OSS Rates (\$) | |
| | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.84 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional Voice Grade COCI in combination - per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | |
| EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | |
| | 1/0 Channel System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | |
| | OCU-DP COCI (data) per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | |
| EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | |
| | 1/0 Channel System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | |
| | OCU-DP COCI (data) - in combination - per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | |
| EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | 4-Wire DS1 Digital Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | | | Exhibit: A | |
|---|---|---------|------|-------|-------|------------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | | | | OSS Rates (\$) | | | | | |
| | | | | | | | | | | SOMEc | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | | UNCSX | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | |
| EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | First 2-Wire ISDN Loop in Combination - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | First 2-Wire ISDN Loop in Combination - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | First 2-Wire ISDN Loop in Combination - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - per mile per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | |
| | Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | |
| | 1/0 Channel System in combination - per month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | |
| | 2-wire ISDN COCI (BRITE) - in combination - per month | | | UNCNX | UC1CA | 3.66 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | |
| | Additional 2-wire ISDN COCI (BRITE) - in combination - per month | | | UNCNX | UC1CA | 3.66 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | |
| EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | First DS1 Loop Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | First DS1 Loop Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | First DS1 Loop Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month | | | UNCSX | 1L5XX | 3.87 | | | | | | | | | |
| | Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month | | | UNCSX | U1TFS | 1,056.00 | 314.45 | 130.88 | 38.60 | 18.23 | | | | | |
| | 3/1 Channel System in combination per month | | | UNCSX | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | |
| | DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | |
| | DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | | UNCSX | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | |
| EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | 4-wire 56 kbps Local Loop in combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | 4-wire 56 kbps Local Loop in combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | 4-wire 56 kbps Local Loop in combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month | | | UNCDX | U1TD5 | 18.44 | 94.70 | 52.59 | 50.49 | 21.53 | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | | UNCDX | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | |
| EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | 4-wire 64 kbps Local Loop in Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | 4-wire 64 kbps Local Loop in Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | 4-wire 64 kbps Local Loop in Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month | | | UNCDX | 1L5XX | 0.0091 | | | | | | | | | |
| | Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month | | | UNCDX | U1TD6 | 18.44 | 94.70 | 52.59 | 50.49 | 21.53 | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | |
|--------------------------------------|---|---------|------|-------|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|----------------|---------------|--|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates (\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEC | SOMAN | SOMAN |
| | | | | | | | | | | | | | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNCDX | UNCCC | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | | | | | | |
| | EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | | | | | |
| | First 2-wire VG Loop (SL2) in Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First 2-wire VG Loop (SL2) in Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First 2-wire VG Loop (SL2) in Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | | | | | |
| | Per each DS1 Channelization System Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | | | | | |
| | Per each Voice Grade COCI - Per Month per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | | | | | |
| | Per each DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCVX | UEAL2 | 12.24 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCVX | UEAL2 | 17.40 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCVX | UEAL2 | 30.87 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Each Additional Voice Grade COCI in combination - per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | | | | | |
| | Each Additional DS1 COCI combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | | | | | | |
| | EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | | | | | |
| | First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.84 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | | | | | |
| | Per each 1/0 Channel System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | | | | | |
| | Per each Voice Grade COCI in combination - per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | | | | | |
| | Per each DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCVX | UEAL4 | 18.89 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCVX | UEAL4 | 26.84 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCVX | UEAL4 | 47.62 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | | | | | |
| | Additional Voice Grade COCI - in combination - per month | | | UNCVX | 1D1VG | 1.38 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | | | | | | |
| | EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | | | | | |
| | First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | | | | | |

UNBUNDLED NETWORK ELEMENTS - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 | | Exhibit: A | | |
|----------|--|---------|------|-------|-------|--|--|---|---|----------------------------------|--------------------------------------|---------------|--|------------|--|--|
| | | | | | | 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 | | | | | | | |
| | Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Per each 1/0 Channel System in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | |
| | Per each OCU-DP COCI (data) COCI per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | |
| | Per each DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | OCU-DP COCI (data) COCI in combination per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Each Additional DS1 COCI in the same 3/1 channel system combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | |
| | EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Per each Channel System 1/0 in combination Per Month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | |
| | Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | |
| | Per each DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCDX | UDL64 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCDX | UDL64 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCDX | UDL64 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs) | | | UNCDX | 1D1DD | 2.10 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Each Additional DS1 COCI in the same 3/1 channel system combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch -As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | |
|--------------------------------------|---|---------|------|-------|-------|------------|--------------|--------|-------------------------|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Per each Channel System 1/0 in combination - per month | | | UNC1X | MQ1 | 146.77 | 101.42 | 71.62 | | | | | | | | |
| | Per each 2-wire ISDN COCI (BRITE) in combination - per month | | | UNCNX | UC1CA | 3.66 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | |
| | Per each DS1 COCI in combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1 | | 1 | UNCNX | U1L2X | 19.28 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2 | | 2 | UNCNX | U1L2X | 27.40 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3 | | 3 | UNCNX | U1L2X | 48.62 | 127.59 | 60.60 | 42.79 | 2.81 | | | | | | |
| | Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination - per month | | | UNCNX | UC1CA | 3.66 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Each Additional DS1 COCI in the same 3/1 channel system combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | |
| | EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX | | | | | | | | | | | | | | | |
| | First 4-wire DS1 Digital Local Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | First 4-wire DS1 Digital Local Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | First 4-wire DS1 Digital Local Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | 3/1 Channel System in combination per month | | | UNC3X | MQ3 | 211.19 | 199.28 | 118.64 | 40.34 | 39.07 | | | | | | |
| | Per each DS1 COCI combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month | | | UNC1X | 1L5XX | 0.1856 | | | | | | | | | | |
| | Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month | | | UNC1X | U1TF1 | 88.44 | 174.46 | 122.46 | 45.61 | 17.95 | | | | | | |
| | Each Additional DS1 COCI in the same 3/1 channel system combination per month | | | UNC1X | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | |
| | Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1 | | 1 | UNC1X | USLXX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2 | | 2 | UNC1X | USLXX | 100.54 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3 | | 3 | UNC1X | USLXX | 178.39 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | |
| | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge | | | UNC1X | UNCCC | | 8.98 | 8.98 | 8.98 | 8.98 | | | | | | |
| | EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT | | | | | | | | | | | | | | | |
| | First 4-wire 56 kbps Local Loop in combination - Zone 1 | | 1 | UNCDX | UDL56 | 22.20 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-wire 56 kbps Local Loop in combination - Zone 2 | | 2 | UNCDX | UDL56 | 31.56 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |
| | First 4-wire 56 kbps Local Loop in combination - Zone 3 | | 3 | UNCDX | UDL56 | 55.99 | 127.59 | 60.54 | 42.79 | 2.81 | | | | | | |

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Submitted Elec per LSR | Submitted Manually per LSR | Charge - Manual Svc Order vs. Electronic-1st | Charge - Manual Svc Order vs. Electronic-Add'l | Charge - Manual Svc Order vs. Electronic-Disc 1st | Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | |
|--|--|---------|------|-------|-------|------------|--------------|-------|-------------------------|------------------------|----------------------------|--|--|---|---|----------------|--------|-------|-------|-------|-------|-------|
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | OSS Rates (\$) | | | | | | |
| | | | | | | | First | Add'l | First | | | | | | | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month | | | U1TUA | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | | | |
| | DS1 COCI used with Interoffice Channel per month | | | U1TD1 | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | | | |
| | DS3 Interface Unit (DS1 COCI) used with Local Channel per month | | | ULDD1 | UC1D1 | 13.76 | 10.07 | 7.08 | 0.00 | 0.00 | | | | | | | | | | | | |
| UNBUNDLED LOCAL SWITCHING, PORT USAGE | | | | | | | | | | | | | | | | | | | | | | |
| | Common Transport | | | | | | | | | | | | | | | | | | | | | |
| | Common Transport - Per Mile, Per MOU | | | | | 0.0000035 | | | | | | | | | | | | | | | | |
| | Common Transport - Facilities Termination Per MOU | | | | | 0.0004372 | | | | | | | | | | | | | | | | |
| Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions. | | | | | | | | | | | | | | | | | | | | | | |

Attachment 3
Network Interconnection

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Basic Architecture **Exhibit B**

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Supergroup Architecture **Exhibit E**

NETWORK INTERCONNECTION

1. GENERAL

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

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

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

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **Basic 911 Service (B911)** routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's needs. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.
- 2.4 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

- 2.8 **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.
- 2.9 **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.
- 2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR).
- 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 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Cbeyond.
- 2.14 **SP-bound Traffic** is as defined in Section 7 of this Attachment
- 2.15 **IP's 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
- 2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center where the IP is not located in the designated Serving Wire Center
- 2.17 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Cbeyond.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.22 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or

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

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Cbeyond 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 (BFR) 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.
- 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. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both 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, however, Cbeyond may re-groom and augment such IPs. 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, in accordance with the terms and conditions set forth in this Attachment, Cbeyond may designate an IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic and BellSouth will designate a BellSouth access tandem within the LATA as the IP for its originated Local Traffic and ISP-bound Traffic. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise or direct end office trunking has been installed in accordance with Section 4.9.3.4.1. of this Attachment 3, an additional IP must be established if the following criteria are met: (1) the traffic between Cbeyond and BellSouth at the proposed additional IP must exceed a DS3, or 8.9 million minutes of Local Traffic and ISP-Bound Traffic, per month for three consecutive months ; and (2) any end office to be designated as an IP must be more than 20 miles from an existing IP. BellSouth will not request the

establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.

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 (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-bound Traffic (non-transit), and 911 traffic. The appropriate rate elements that are subject to this “bill and keep” compensation plan are set forth in Exhibit A to this Attachment. 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 to this Attachment or to the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate Party’s tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.1 **Local Channel Facilities.** In lieu of providing facilities on its side of the IP or 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 shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth’s applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of the IP or 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 shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local 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.

- 3.3.3 The facilities and associated components as set forth in Exhibit A of this Attachment purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the **BellSouth FCC Tariff No. 1**. To the extent that BellSouth requests that Cbeyond submit an ASR for an augmentation to the facilities purchased by Cbeyond from BellSouth but utilized for BellSouth's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that Cbeyond incurs ordering charges, BellSouth and Cbeyond shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.
- 3.4 **Fiber Meet**
- 3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Cbeyond elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Cbeyond and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Cbeyond's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Cbeyond Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Cbeyond, BellSouth shall allow Cbeyond access to the fusion splice point for the Fiber Meet point for maintenance purposes on Cbeyond's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Cbeyond shall be billed for a mixed use of the Local Channel using

the actual traffic Cbeyond elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). 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 Cbeyond 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 Cbeyond shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Cbeyond's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Cbeyond 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 Cbeyond has established interconnection trunk groups, Cbeyond shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Cbeyond shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Cbeyond has homed (i.e. assigned) its NPA/NXXs. Cbeyond 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. Cbeyond 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 Cbeyond's NXX access tandem homing arrangement as specified by Cbeyond in the LERG.
- 4.4 Any Cbeyond interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Cbeyond from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Cbeyond to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 **[Cbeyond]** Cbeyond shall be responsible for ordering and paying for any two-way trunks carrying **exclusively Cbeyond originated Transit Traffic**.
[BellSouth] For two-way trunk groups that carry only both Parties' Local Traffic, the Parties' shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Cbeyond shall be

responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

- 4.6 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.
- 4.7 In cases where Cbeyond 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).
- 4.8 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 Cbeyond'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 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.9 **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. Cbeyond 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 on a periodic basis. 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.

4.9.1 **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

4.9.1.1 **Basic Architecture**

In the basic architecture, Cbeyond'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 Cbeyond and BellSouth access tandem(s) within a LATA to provide IntraTandem Access. This trunk group carries Transit Traffic between Cbeyond and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cbeyond desires to exchange traffic. This trunk group also carries Cbeyond 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 Cbeyond. Other trunk groups for operator services, directory assistance, 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 basic Architecture is illustrated in Exhibit B.

4.9.1.2 **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 Cbeyond-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 Cbeyond End-Users. A two-way trunk group provides IntraTandem Access for Cbeyond's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Cbeyond and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cbeyond desires to exchange traffic. This trunk group also carries Cbeyond 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 Cbeyond. Other trunk groups for operator services, directory assistance, 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 one-way trunk group architecture is illustrated in Exhibit C.

4.9.1.3 **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 Cbeyond and BellSouth. In addition, a separate two-way transit trunk group must be established for Cbeyond's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Cbeyond and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with

BellSouth, and other network providers with which Cbeyond desires to exchange traffic. This trunk group also carries Cbeyond originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Traffic originated by either Party may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where either Party is responsive in a timely manner to the other Party's transport needs for its originated traffic, originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, 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 two-way trunk group architecture is illustrated in Exhibit D.

4.9.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Cbeyond's Transit Traffic are exchanged on a single two-way trunk group between Cbeyond and BellSouth to provide IntraTandem Access to Cbeyond. This trunk group carries Transit Traffic between Cbeyond and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cbeyond desires to exchange traffic. This trunk group also carries Cbeyond originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. The Parties' originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where the first Party is responsive in a timely manner to the other Party's transport needs for its originated traffic, the other Party's originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, 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.

4.9.1.5 **Multiple Tandem Access Interconnection**

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

- 4.9.1.5.2 Cbeyond 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 Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Cbeyond will be delivered to and from IXCs based on Cbeyond's NXX access tandem homing arrangement as specified by Cbeyond in the LERG.
- 4.9.1.5.3 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.
- 4.9.1.5.4 To the extent Cbeyond does not purchase MTA in a LATA served by multiple access tandems, Cbeyond must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Cbeyond routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Cbeyond shall pay BellSouth the associated MTA charges.
- 4.9.2 **Local Tandem Interconnection**
 - 4.9.2.1 Local Tandem Interconnection arrangement allows Cbeyond to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Cbeyond-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll 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.
 - 4.9.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Cbeyond must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Cbeyond 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. Cbeyond may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll 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 Cbeyond does not choose to

establish an interconnection trunk group(s). It is Cbeyond'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 Cbeyond's codes. Likewise, Cbeyond shall obtain its routing information from the LERG.

4.9.2.3 **[Cbeyond]** Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Cbeyond must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Cbeyond 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, **except for Terminating Feature Group A**. 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).

[BellSouth] Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Cbeyond must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Cbeyond 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).

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

4.9.3 **Direct End Office-to-End Office Interconnection**

4.9.3.1 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.

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

- 4.9.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for 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 Cbeyond and BellSouth.
- 4.9.3.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between Cbeyond's switch and a BellSouth end office and where such traffic exceeds a single DS3 of traffic per month for three consecutive months, 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 a single DS3 of traffic per month for three consecutive months. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.9.3.2.3 Mutual Agreement - The Parties may install or augment direct end office trunking upon mutual agreement in the absence of conditions 4.9.3.2.1 or 4.9.3.2.2 above.
- 4.9.4 **Transit Traffic Trunk Group**
Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Cbeyond to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 4.9.4.1 **Toll Free Traffic**
- 4.9.4.1.1 If Cbeyond chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Cbeyond originating Toll Free traffic will be routed over the Transit Traffic Trunk Group or other trunk group as agreed by the Parties and shall be delivered using the industry standard format. The appropriate carrier code and other industry standard information shall be provided for such calls.
- 4.9.4.1.2 Cbeyond may choose to perform its own Toll Free database queries from its switch. In such cases, Cbeyond will route the post-query Toll Free call over the appropriate trunk groups.
- 4.9.5 All post-query Toll Free calls shall be performed by either Party using the SSP function, and shall be delivered using industry standard formats for calls destined to IXCs, and 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 Bellcore Standard No. TR-NWT-00499. Where Cbeyond chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Cbeyond 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 Telcordia's Technical Reference GR 905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion. The Parties commit to use commercially reasonable efforts to prevent blocking of traffic due to congestion including, but not limited to, expediting trunk augment orders in a blocking situation in accordance with the terms of this Attachment.
- 5.5 SS7 Signaling. Both Parties will utilize SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to calling party number (CPN), originating line information (OLI), calling company category and, where applicable, charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of 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.
- 5.6 Signaling Call Information. BellSouth and Cbeyond will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Cbeyond will exchange the

proper call information, e.g. CIC and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Where interconnection arrangements are not already established between the Parties, within six (6) months after execution of this Agreement, Cbeyond 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 Cbeyond'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.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Cbeyond-to-BellSouth one-way trunks (Cbeyond Trunks), BellSouth-to-Cbeyond one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, the Parties' Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Cbeyond 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).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, Cbeyond shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Cbeyond 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 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Where trunk terminations and facility capacity is exhausted at a BellSouth tandem, BellSouth shall provide MTA at no additional charge to Cbeyond until such time as the tandem exhaust is relieved. At such time

as tandem exhaust is relieved, the parties will negotiate an appropriate transition plan. 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.

5.8 **Trunk Utilization**

- 5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Cbeyond shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 65 percent (65%) of the time consistent busy hour utilization level within 180 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 365 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Subject to Section 5.8.1.1 below, BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and Cbeyond shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.8.1.1 BellSouth will notify Cbeyond of any under-utilized Reciprocal Final Trunk Groups and the number of such trunk groups that the BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cbeyond interface. Cbeyond will provide concurrence with the disconnection in thirty (30) business days or will provide specific information supporting why the trunks should not be disconnected. Failure to respond in such timeframe shall be construed as concurrence of Cbeyond. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Cbeyond expects to need such trunks. The Parties will discuss the information to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, the dispute shall be resolved in accordance with the dispute resolution process as set forth in this the General Terms and Conditions of this Agreement. No trunks shall be disconnected by either Party unless mutually agreed.
- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of sixty-five percent (65%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 5.8.3 For the two-way trunk groups, BellSouth and Cbeyond shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at sixty - five percent (65%) 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. Either Party may request the disconnection of any Under-utilized two-way trunk(s).

5.8.3.1 BellSouth's CISC will notify Cbeyond of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cbeyond interface. Cbeyond will provide concurrence with the disconnection in thirty (30) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Cbeyond expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager and Cbeyond will by mutual agreement determine the number of trunks to be removed.

5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of sixty-five percent (65%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

BellSouth and Cbeyond 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.

7. INTERFERENCE OR IMPAIRMENT

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

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

7.1.2 BellSouth will use commercially reasonable efforts to provide Cbeyond with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, Cbeyond may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall

provide such information to the extent the scheduled maintenance activity may impact Cbeyond and such information is reasonably necessary for Cbeyond to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide Cbeyond with as much notice as is reasonably possible concerning the changed schedule.

- 7.1.3 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact Cbeyond, BellSouth shall use commercially reasonable efforts to provide Cbeyond with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, Cbeyond may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact Cbeyond and such information is reasonably necessary for Cbeyond to identify and analyze potential risks associated with such maintenance.
- 7.1.4 BellSouth will provide Cbeyond's Network Operations Center with written notice when translations are scheduled to be modified on Cbeyond's trunk groups. BellSouth shall use commercially reasonable efforts to provide such notice 30 days in advance of such scheduled activity, or as close thereto as possible.
- 7.1.5 **[Cbeyond]** Once Cbeyond determines that there is an outage that encompasses either a particular section of the network or the whole network, then Cbeyond shall generate a trouble ticket to the CISC. After issuing the trouble ticket, Cbeyond will notify the appropriate BellSouth representative in the CISC via telephone. Cbeyond may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with Cbeyond to determine the appropriate steps to resolve such outage. Additionally, Cbeyond will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage. **Upon request, BellSouth will provide a written root cause analysis report for all global outages, and for any trunk group outage that has occurred 3 or more times in a 60 day period. BellSouth shall use commercially reasonable efforts to provide such report within five (5) business days after the request for it is made.**

[BellSouth] Once Cbeyond determines that there is an outage that encompasses either a particular section of the network or the whole network, then Cbeyond shall generate a trouble ticket to the CISC. After issuing the trouble ticket, Cbeyond will notify the appropriate BellSouth representative in the CISC via telephone. Cbeyond may then send an email confirmation to such BellSouth

representative. BellSouth will work cooperatively with Cbeyond to determine the appropriate steps to resolve such outage. **BellSouth's definition of a global outage consisting at a minimum of an entire trunk group. Obviously, if an outage impacts an entire market or all traffic between two carriers, it should be considered a "global outage". BellSouth's parameters for further investigation of chronic outages is three (3) or more troubles within BellSouth's network within a 30 day period. The target interval for preparing and conveying root cause outages should be 10 –30 business days.** Additionally, Cbeyond will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage.

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 reciprocal compensation 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 and is 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 defined in Section 6 of BellSouth's FCC Tariff No. 1.
- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, intrastate interLATA, interstate IntraLATA, or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits).
- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 8.1.6 If Cbeyond assigns NPA/NXXs to specific BellSouth rate centers, as defined in NECA FCC Tariff No. 4, within the LATA and assigns numbers from those

NPA/NXXs to Cbeyond's End Users physically located outside of the LATA, BellSouth's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Cbeyond customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Cbeyond agrees to identify such interLATA traffic to BellSouth, to the extent technically feasible, and to compensate BellSouth for originating and transporting such interLATA traffic to Cbeyond at BellSouth's switched access tariff rates.

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

8.2 **Jurisdictional Reporting**

- 8.2.1 **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. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, which is attached hereto as Exhibit F. If factors are not updated by the reporting Party then the billing Party will assume that the percentages are the same as previously provided.
- 8.2.1.1 **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. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, which is attached hereto as Exhibit F. If factors are not updated by the reporting Party then the billing Party will assume that the percentages are the same as previously provided.
- 8.2.1.2 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection.

Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, which is attached hereto as Exhibit F. If factors are not updated by the reporting Party then the billing Party will assume that the percentages are the same as previously provided.

8.2.3 Notwithstanding the provisions in Section 7.2.1, 7.2.1.2, and 7.2.1.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least-30 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.2.4 below.

8.2.4 **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 Cbeyond shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

8.3 **Compensation for 8XX Traffic**

8.3.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate 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. The Parties will compensate each other for the database query charge 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.

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

8.3.3 8XX Access Toll Free Dialing Ten Digit Screening. BellSouth's provision of 8XX Access Toll Free Dialing Ten 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. Cbeyond shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Cbeyond desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

8.4 Mutual Provision of Switched Access Service

8.4.1 Switched Access Traffic is defined 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 the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), and 900 access services. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic.

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

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

8.4.4 Where the originating Party delivers a call to the terminating Party over Switched Access arrangements, 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-posting if the FCC or Commission does not require filing a tariff.

8.4.5 When one Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill,

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

- 8.4.6 **[Cbeyond]** In the event that either Party fails to provide accurate switched access detailed usage data to the other Party **within 90 days** after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible access revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

[BellSouth] In the event that the Initial Billing Party, as defined in Section 7.4.4 herein, was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party in a **reasonable timeframe** and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a **reasonable and nondiscriminatory timeframe** and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

- 8.4.7 The Initial Billing Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting

data. Initial Billing Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

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

8.4.9 All claims for unbillable or uncollectible revenue should be filed with the Initial Billing Company within 120 days of the date of the receipt of the usage record.

8.4.10 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 7.2.4 of this Attachment shall govern.

8.5 Transit Traffic

8.5.1 **[Ceyond]** Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges (i.e., common transport and tandem switching charges; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

[BellSouth] Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and **Termination charges** (i.e., common transport and tandem switching charges; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

- 8.5.2 Traffic between Cbeyond and Wireless Type 1 third parties, a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers), or Wireless Type 2A carrier shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 1 carrier, third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers), or Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as BellSouth and such third parties have the capability to meet point bill in accordance with MECAB guidelines, traffic originated by a Wireless Type 1 third party, a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers), or a Wireless Type 2A carrier shall be treated as BellSouth-originated traffic and BellSouth shall compensate Cbeyond for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment;
- 8.5.3 Traffic between BellSouth and Wireless Type 1 third parties, a third party CLEC utilizing Cbeyond switching, or a Wireless Type 2A carrier shall not be treated as Transit Traffic from a routing or billing perspective until Cbeyond and the Wireless Type 1 carrier, third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers), or Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as Cbeyond and such third parties have the capability to meet point bill in accordance with MECAB guidelines, such traffic originated by a Wireless Type 1 third party, a third party CLEC utilizing Cbeyond switching, or a Wireless Type 2A carrier shall be treated as Cbeyond-originated traffic and Cbeyond shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic or Switched Access Traffic in accordance with the terms of this Attachment.
- 8.5.4 **[Cbeyond]** BellSouth agrees to deliver Transit Traffic originated by Cbeyond to the terminating carrier; provided, however, that Cbeyond 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 Cbeyond for transiting Cbeyond-originated Transit Traffic. Notwithstanding any other provision of this Attachment, in the event that the terminating third party carrier imposes on BellSouth any charges or costs for the termination of Transit Traffic originated by Cbeyond, Cbeyond shall **reimburse BellSouth for all charges paid by BellSouth**, which is contractually obligated to pay provided that BellSouth provides reasonable, nondiscriminatory and timely notice to Cbeyond, and upon request, provides Cbeyond with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will provide such information in a timely, reasonable and nondiscriminatory manner. Bellsouth shall **Notwithstanding the foregoing, Cbeyond will not be obligated to reimburse BellSouth for switched access**

billing on local traffic for which BellSouth has assumed liability through a settlement agreement with third party ILECs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

[BellSouth] 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 Cbeyond 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 Cbeyond. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Cbeyond shall reimburse BellSouth for **such 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.

8.5.5 **[Cbeyond]** Except for as provided otherwise in this attachment, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

[BellSouth] No section

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

[BellSouth] No section.

8.6 Records Exchange and Misrouting of Traffic.

8.6.1 Misrouted Traffic.

8.6.2 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

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

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

8.7 Records Exchange

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

9. FRAME RELAY SERVICE INTERCONNECTION

8.1 Cbeyond and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service interconnection.

9. ORDERING CHARGES

9.1 This section is intentionally blank.

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 Cbeyond 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. Cbeyond 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. Cbeyond will be required to route that call to BellSouth at the appropriate 911 tandem. When a municipality converts to E911 service, Cbeyond will be required to begin using E911 procedures.

10.3 E911 Interconnection. Cbeyond shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration may use CAMA-type signaling with multifrequency (MF) pulsing or upon mutual agreement SS7 signaling to deliver ANI with the voice portion of the call. If the

user interface is digital, MF pulses as well as other AC signals shall be encoded per the mu-255 Law convention. Cbeyond will be required to provide BellSouth daily updates to the E911 database. Cbeyond 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, Cbeyond will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Cbeyond 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 Rates. The Parties will impose applicable charges on each other for trunks and facilities in accordance with this Attachment, and if applicable, at the rates set forth in Exhibit A.
- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

LOCAL INTERCONNECTION - Florida

| CATEGORY | RATE ELEMENTS | | | | Interim | Zone | BCS | USOC | RATES (\$) | | | SOMAN |
|--|---------------------|------------------------|----------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | Svc Order | Submitted Elec per LSR | Submitted Manually per LSR | Charge - Incremental | | | | | Nonrecurring | First | Add'l | |
| Attachment: 3 | | | | | | | | | | | | |
| Exhibit: A | | | | | | | | | | | | |
| OSS Rates (\$) | | | | | | | | | | | | |
| Charge - Incremental | Charge - Manual Svc | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic | Order vs. Electronic |
| Disc Add'l | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st | Disc 1st |
| LOCAL INTERCONNECTION (CALL TRANSFER AND TERMINATION) | | | | | | | | | | | | |
| NOTE: "brk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. | | | | | | | | | | | | |
| TANDEM SWITCHING | | | | | | | | | | | | |
| Tandem Switching Function Per MOU | | | | | | | | | | | | |
| Multiple Tandem Switching, per MOU (applies to initial tandem only) | | | | | | | | | | | | |
| Tandem Intermediary Charge, per MOU | | | | | | | | | | | | |
| * 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 | | | | | | | | | | | | |
| TPP6X | | | | | | | | | | | | |
| 21.73 | | | | | | | | | | | | |
| 8.19 | | | | | | | | | | | | |
| Installation Trunk Port Service - per DS0 | | | | | | | | | | | | |
| TDEOP | | | | | | | | | | | | |
| 0.00 | | | | | | | | | | | | |
| Dedicated End Office Trunk Port Service - per DS1** | | | | | | | | | | | | |
| TDE1P | | | | | | | | | | | | |
| 0.00 | | | | | | | | | | | | |
| Dedicated End Office Trunk Port Service - per DS1** | | | | | | | | | | | | |
| OH1 OH1MS | | | | | | | | | | | | |
| TDE1P | | | | | | | | | | | | |
| 0.00 | | | | | | | | | | | | |
| Dedicated Tandem Trunk Port Service - per DS0** | | | | | | | | | | | | |
| OH1 OH1MS | | | | | | | | | | | | |
| TDWOP | | | | | | | | | | | | |
| 0.00 | | | | | | | | | | | | |
| Dedicated Tandem Trunk Port Service - per DS1** | | | | | | | | | | | | |
| OH1 OH1MS | | | | | | | | | | | | |
| TDWOP | | | | | | | | | | | | |
| 0.00 | | | | | | | | | | | | |
| Dedicated Tandem Trunk Port Service - per DS1** | | | | | | | | | | | | |
| OH1 OH1MS | | | | | | | | | | | | |
| TDWOP | | | | | | | | | | | | |
| 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 TRANSFER (Shared) | | | | | | | | | | | | |
| Common Transfer - Per Mile, Per MOU | | | | | | | | | | | | |
| OHD | | | | | | | | | | | | |
| 0.00000356k | | | | | | | | | | | | |
| Common Transfer - Facilities Termination Per MOU | | | | | | | | | | | | |
| OHD | | | | | | | | | | | | |
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| LOCAL INTERCONNECTION (DEDICATED TRANSFER) | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSFER | | | | | | | | | | | | |
| Interoffice Channel - 2-Wire Voice Grade - Per Mile per month | | | | | | | | | | | | |
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| Interoffice Channel - Dedicatd Transfer - DS1 - Facility | | | | | | | | | | | | |
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| Interoffice Channel - Dedicatd Transfer - DS3 - Per Mile per month | | | | | | | | | | | | |
| OH3 OH3MS | | | | | | | | | | | | |
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| Interoffice Channel - Dedicatd Transfer - DS3 - Facility | | | | | | | | | | | | |
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| LOCAL CHANNEL - DEDICATED TRANSFER | | | | | | | | | | | | |
| Local Channel - Dedicatd - 2-Wire Voice Grade per month | | | | | | | | | | | | |
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| Local Channel - Dedicatd - DS3 per month | | | | | | | | | | | | |
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Basic Architecture

Exhibit B

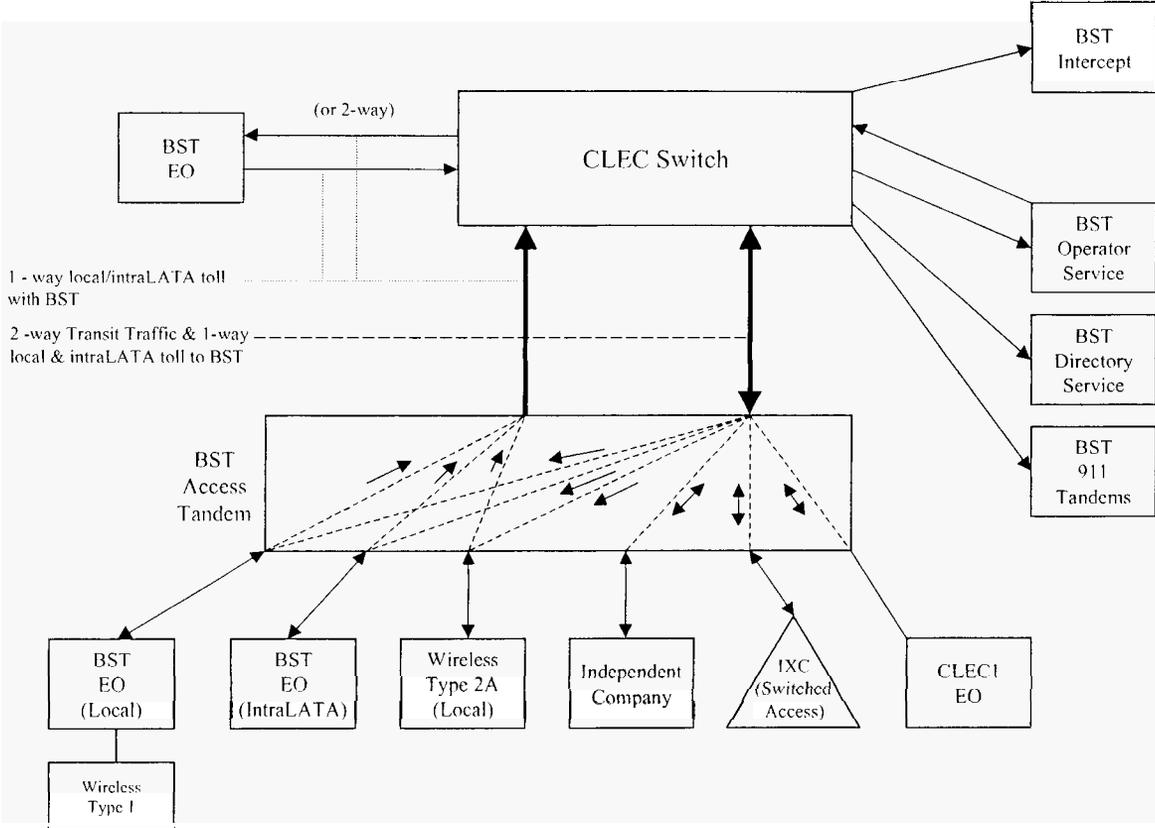
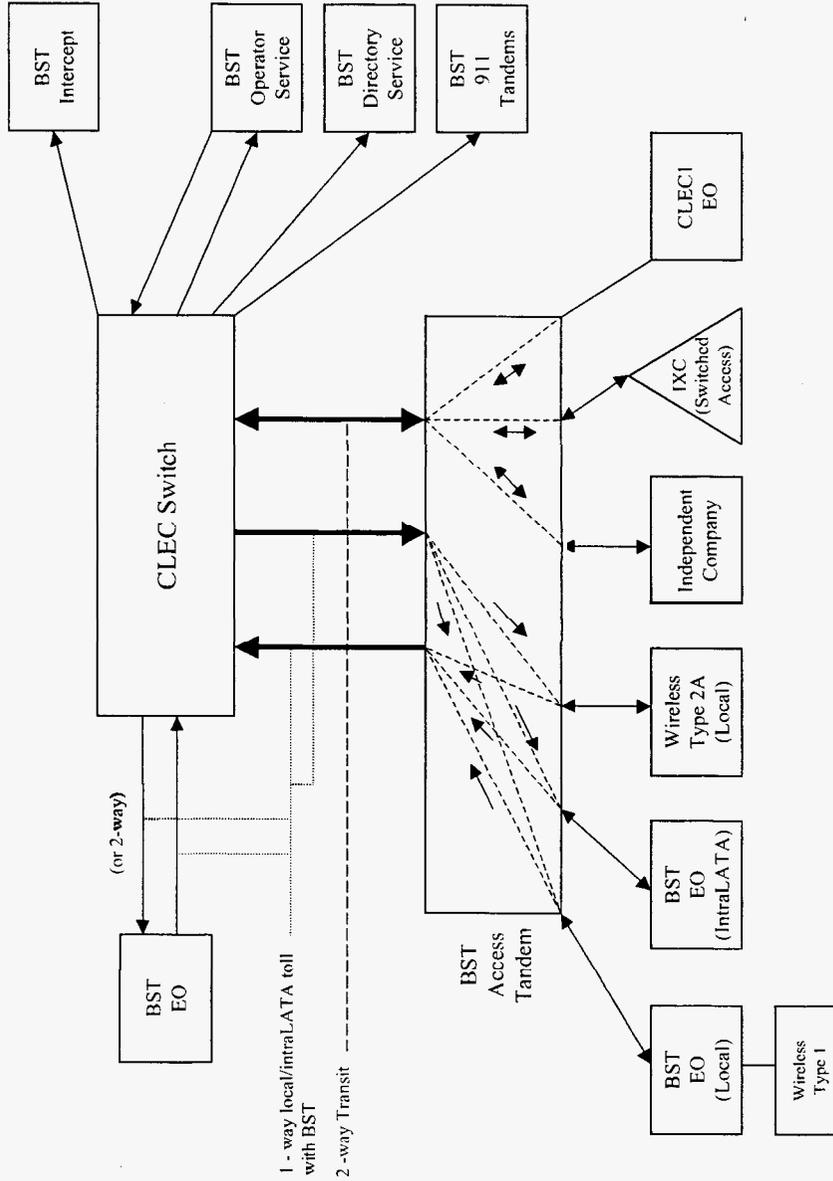
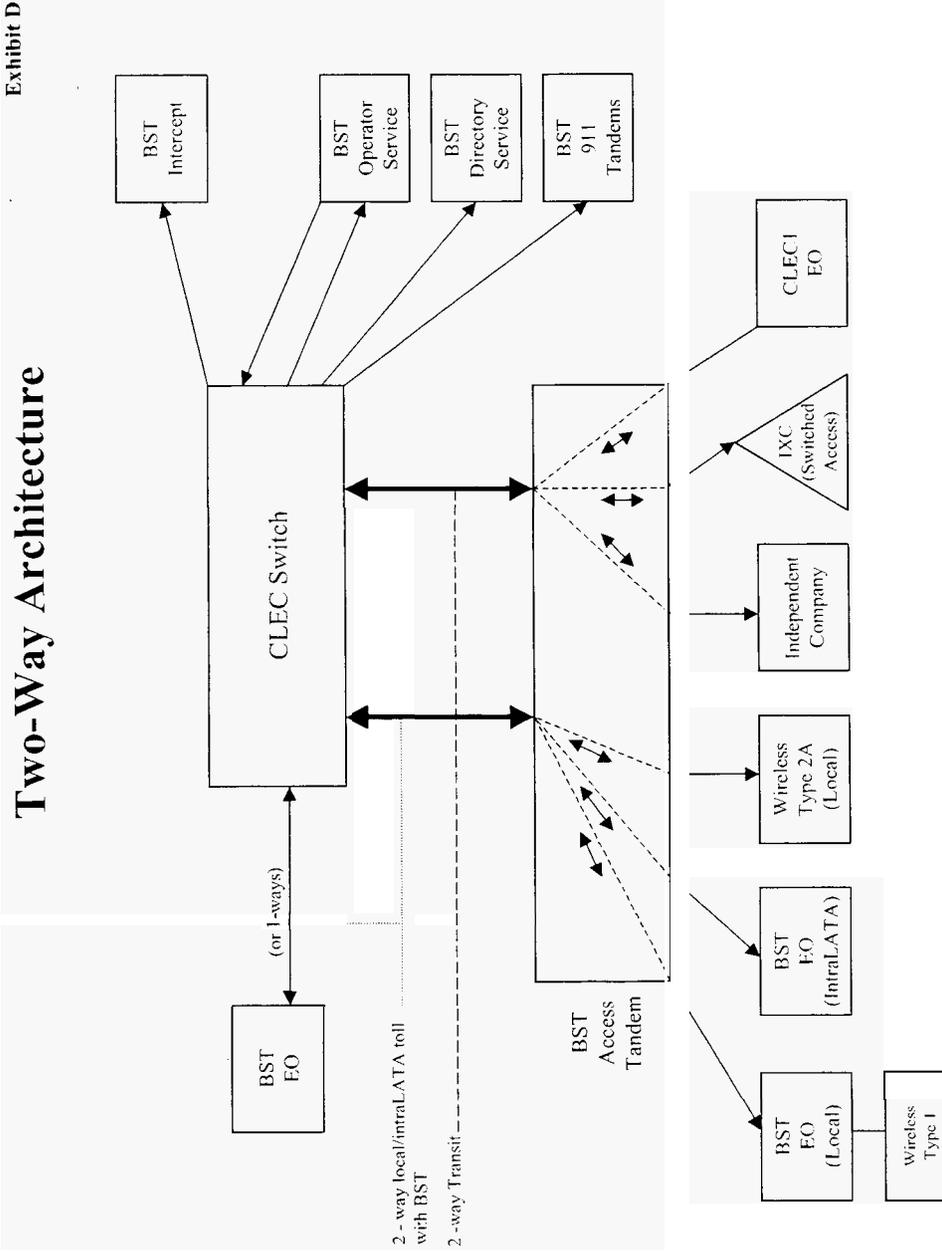


Exhibit C

One-Way Architecture

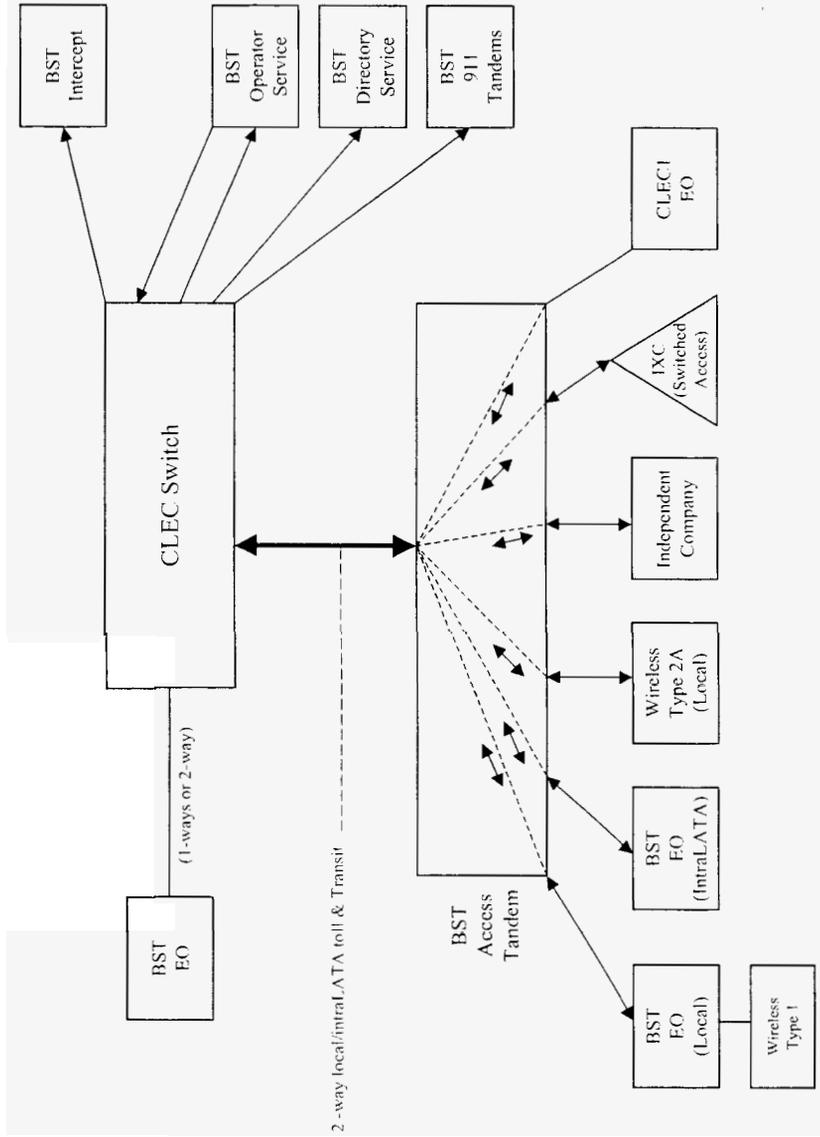




DeltaView comparison of pcdocs://dc01/216582/1 and pcdocs://dc01/216580/2. Performed on 2/13/2004.

Exhibit E.

Supergroup Architecture



DeltaView comparison of pedocs://dc01/216582/1 and pedocs://dc01/216580/2. Performed on 2/13/2004.



BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003



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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.



BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

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

PIU - Percent Interstate Usage

PLU - Percent Local Usage

PLF - Percent Local Facility

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

2.0 Jurisdictions

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



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

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

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

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

3.0 Factors

3.1. General

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



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

3.2. PIU - Percent Interstate Usage

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

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

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

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

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



3.3. PLU – Percent Local Usage

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

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

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

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

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

3.4. PLF – Percent Local Facility

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



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

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

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

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

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

4.0 Service Reporting Requirements

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

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

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



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

4.2. BellSouth SWA FGB PIU (PIUB)

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

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

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

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

4.4. BellSouth Local Interconnection PLU

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



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

4.5. BellSouth SWA 500 PIU (ZP15)

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

4.6. BellSouth SWA 700 Access Service (ZP17)

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

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

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

4.8. BellSouth SWA 900 Service (ZP19)

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

4.9. BellSouth SWA Transport PIUE

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



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

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

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

4.10. BellSouth Local Interconnection Transport PLF

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

4.11.a. BellSouth CCS7 Access Arrangement SPIU

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

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



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

4.11.a. BellSouth CCS7 Access Arrangement SPLU

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

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

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

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

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

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

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

5. BellSouth Line Information Data Base Service LIDB

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



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

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

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

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

5.0 Report Process

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

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

6.0 Frequency of Reporting

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



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

US Mail

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

OR

Electronic Mail

piu.reports@bellsouth.com

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

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

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

7.0 Audits

7.1. Audit Request



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

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

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

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

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

7.2. Audit Compliance

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

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

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

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8.0 Ordering

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



Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Cbeyond is physically collocated as a sole occupant or as a Host, as defined in Section 3.3 of this Attachment, within a BellSouth Premises (hereinafter "BellSouth Premises") location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. 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. BellSouth will inform Cbeyond if a BellSouth Premises is leased when special considerations and/or intervals may be applicable.
- 1.1.1 The Parties will negotiate terms and conditions for Remote Site Collocation upon request by Cbeyond.
- 1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to Cbeyond at rates, terms, and conditions no less favorable to Cbeyond than those provided by BellSouth to other telecommunications carriers or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to Cbeyond collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the relevant Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Cbeyond 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 Cbeyond 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.
- 1.3.1 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.
- 1.3.1.1 In Georgia, the size specified by Cbeyond may contemplate a request for space sufficient to accommodate Cbeyond's growth within a twenty-four (24) month period.
- 1.3.1.2 In the state of Florida, the size specified by Cbeyond may contemplate a request for space sufficient to accommodate Cbeyond's growth within an eighteen (18) month period.

- 1.4 **Space Allocation.** BellSouth shall use best efforts to accommodate Cbeyond'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 Cbeyond's cost or materially delay Cbeyond's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Cbeyond wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the BellSouth Premises. Consistent with the foregoing, BellSouth shall assign Cbeyond collocation space within BellSouth Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of 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.
- 1.5 **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, including unutilized space held by Cbeyond and other collocated telecommunications carriers in BellSouth's Premises. Cbeyond will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.6 **Use of Space.** Cbeyond shall use the Collocation Space for the purpose of installing, maintaining and operating Cbeyond's equipment (including testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.
- 1.7 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 Report**
- 2.1 **Space Availability Report.** Upon request from Cbeyond and at the Cbeyond'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 Cbeyond.

- 2.1.1 The request from Cbeyond 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 Common Language Location Identification (CLLI) code of the BellSouth Premises. 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) calendar days of the receipt of such a request. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Cbeyond and inform Cbeyond of the timeframe under which it can respond.

3. Collocation Options

- 3.1 **Cageless.** BellSouth shall allow Cbeyond to collocate Cbeyond's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Cbeyond to have direct access to Cbeyond's equipment and facilities in accordance with Section 5.16. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Cbeyond'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, Cbeyond must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 **Caged.** BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At Cbeyond's expense, Cbeyond will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and non-discriminatory Technical References 73503, 73519, 73572 and 73564, and where applicable, TR-NWT-000295 as it applies to equipment that requires isolated grounding (TRs), as such identified TRs are applicable to this Attachment (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Cbeyond and Cbeyond's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Cbeyond's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Cbeyond and provide, Cbeyond

the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Cbeyond's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Cbeyond shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Cbeyond's BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. Cbeyond 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 Cbeyond's locked enclosure prior to notifying Cbeyond at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Cbeyond.

- 3.2.1 BellSouth may elect to review Cbeyond's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Cbeyond of its desire to execute this review in BellSouth's response to the Initial Application, if Cbeyond has indicated its desire to construct its own enclosure. If Cbeyond's Initial Application does not indicate its desire to construct its own enclosure, and Cbeyond subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.8 of this Attachment, then Cbeyond will submit an application modification, indicating its desire to construct its own enclosure. If Cbeyond subsequently decides to construct its own enclosure after the firm order (hereinafter "Firm Order"), Cbeyond will submit a Subsequent Application (as hereinafter defined) pursuant to Section 6.2 of this Attachment. If BellSouth elects to review Cbeyond's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Cbeyond's plans and specifications. Regardless of whether or not BellSouth elects to review Cbeyond'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 Cbeyond's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cbeyond. BellSouth may require Cbeyond to remove or correct within seven (7) calendar days, at Cbeyond's expense, any structure that materially deviates from Cbeyond's plans and specifications or BellSouth's Specifications, as applicable.
- 3.3 Shared Caged Collocation. Cbeyond may allow other telecommunications carriers to share Cbeyond's caged collocation arrangement, pursuant to the terms and conditions

agreed to by Cbeyond (Host) and the other telecommunications carriers (Guests) pursuant to 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 Cbeyond. BellSouth shall be notified in writing by Cbeyond of the execution of any agreement between the Host and its Guest(s) prior to the submission of any Application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Cbeyond 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 Cbeyond. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and Cbeyond.

- 3.3.1 Cbeyond, 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. Cbeyond is also responsible for 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 Cbeyond with a proration 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, in Georgia, Cbeyond shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from Cbeyond to use Cbeyond's ACNA and password. 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 response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Cbeyond 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 Cbeyond's Guest(s) in the Collocation Space, except to the extent caused by BellSouth, its employees', or its agents' 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 procured by Cbeyond or constructed by the Cbeyond's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, Cbeyond shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 If Cbeyond requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Cbeyond must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Cbeyond and Cbeyond's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Cbeyond's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cbeyond's BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. Cbeyond 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 Cbeyond's locked enclosure prior to notifying Cbeyond at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Cbeyond must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review Cbeyond's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Cbeyond's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Cbeyond for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Cbeyond's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cbeyond. BellSouth shall require Cbeyond to remove or correct within seven (7) calendar days, at Cbeyond's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 Cbeyond shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Cbeyond'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. Cbeyond's BellSouth Certified Supplier shall be responsible at Cbeyond's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

- 3.5 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, Cbeyond is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.
- 3.6 Direct Connect. BellSouth will permit Cbeyond to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. Cbeyond shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Cbeyond. Cbeyond-provisioned DC's 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 Cbeyond to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where Cbeyond's virtual/physical Collocation Space is contiguous in the central office, Cbeyond will have the option of using Cbeyond's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Cbeyond will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. Cbeyond may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Cbeyond is responsible for ensuring the integrity of the signal.
- 3.6.1 To place an order for Direct Connects, Cbeyond must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.2.1

of this Attachment. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to Cbeyond.

- 3.7 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between Cbeyond and another collocated telecommunications carrier other than BellSouth in the same BellSouth Premises. Where technically feasible, BellSouth will permit Cbeyond to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. Cbeyond is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.7.1 Cbeyond may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Cbeyond. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Cbeyond 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 Cbeyond-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by Cbeyond to provision the CCXC to the other collocated telecommunications carrier. In those instances where Cbeyond's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Cbeyond may use its own technicians to install co-carrier cross connects 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. Cbeyond shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Cbeyond shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Cbeyond is responsible for ensuring the integrity of the signal.
- 3.7.2 To place an order for CCXCs, Cbeyond must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.2.1 of this Attachment. BellSouth

will bill this nonrecurring fee on the date that it provides an Application Response to Cbeyond.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Cbeyond in writing when the Collocation Space is ready for occupancy (Space Ready Date). Cbeyond will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Cbeyond's original or jointly amended application requirements within seven (7) calendar 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) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Cbeyond completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Cbeyond's acceptance of the Collocation Space (Space Acceptance Date). In the event Cbeyond fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Cbeyond on the Space Ready Date and billing will commence from that date. If Cbeyond decides to occupy the space prior to the Space Ready Date, the date Cbeyond occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Cbeyond must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Cbeyond may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. 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 Cbeyond and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cbeyond 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 discrepancies, billing will cease on the date that BellSouth and Cbeyond jointly conduct an inspection, confirming that Cbeyond 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 certain rate elements in Florida and Georgia. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Cbeyond's right to occupy the Collocation Space in the event Cbeyond

fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Cbeyond thirty (30) calendar days' prior written notice of the failure to comply and gives Cbeyond an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, Cbeyond, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Cbeyond from the Collocation Space. Cbeyond shall have thirty (30) calendar days from the Subsequent Application Bona Fide Firm Order (BFFO) date ("Removal Date") to complete such removal, including the removal of all equipment and facilities of Cbeyond's Guest(s), unless Cbeyond's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Cbeyond removal date. Cbeyond shall continue the payment of all monthly recurring charges to BellSouth until the date Cbeyond, and if applicable Cbeyond's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Cbeyond or Cbeyond's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Removal Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Cbeyond or Cbeyond's Guest(s), in any manner that BellSouth deems fit, at Cbeyond's expense and with no liability whatsoever for Cbeyond's property or Cbeyond's Guest(s)'s property. Upon termination of Cbeyond's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Cbeyond shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Cbeyond, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Cbeyond's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Cbeyond shall be responsible for the cost of removing any Cbeyond constructed enclosure, together with any Cbeyond constructed supporting structures (e.g., racking, conduits, or power cables) at the termination of occupancy 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 or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.

- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services Cbeyond seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross-connect systems switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, Cbeyond may order BellSouth tariffed services that connect to such equipment in its Collocation Space.
- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, Cbeyond will remove such equipment from

the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.

- 5.4 Whenever BellSouth objects to collocation of equipment by Cbeyond for purposes within the scope of Section 251 (c) (6) of the Act, BellSouth shall prove to the Commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of Cbeyond's equipment, citing safety standards, BellSouth must provide to Cbeyond within five (5) business days of the denial a list of all equipment that BellSouth locates at the BellSouth Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Cbeyond's equipment does not satisfy; BellSouth's basis for concluding that Cbeyond's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.
- 5.5 Cbeyond shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment collocated in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Cbeyond submits an application for terminations that will exceed the total capacity of the collocated equipment, Cbeyond will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.6 Cbeyond will provide a list of those entities with a security interest in collocation equipment in Cbeyond's collocation sites to BellSouth. This list will be updated by Cbeyond once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 10 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for

any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by Cbeyond. Notwithstanding, in the foregoing, if BellSouth is a signatory to any collateral agreement(s) that covers all secured equipment in a Collocation Space, Cbeyond will not be obligated to include in its list of secured entities to BellSouth those secured entities already addressed in the collateral agreement(s).

- 5.7 Cbeyond 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.
- 5.8 Cbeyond shall place a plaque or affix other identification (e.g., stenciling) to Cbeyond's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Cbeyond's equipment in the case of an emergency.
- 5.9 Entrance Facilities. Cbeyond may elect to place Cbeyond-owned or Cbeyond-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Cbeyond will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Cbeyond will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Cbeyond's equipment in the Collocation Space. In the event Cbeyond utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Cbeyond must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Cbeyond is responsible for the maintenance of the entrance facilities. At Cbeyond's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.10 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Cbeyond for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Cbeyond 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 Cbeyond's Collocation Space. The location of the serving manhole(s) will be as close as reasonably possible to the

BellSouth Premises housing the Collocation space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Cbeyond in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.

- 5.11 Shared Use. Cbeyond may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Cbeyond's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Cbeyond must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Cbeyond-provided riser cable to the spare capacity on the entrance facility. If Cbeyond desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Cbeyond's authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Cbeyond's entrance facility.
- 5.12 Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between Cbeyond's equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point. Cbeyond may self-provision cross connects within the Collocation Space that may be required to activate service requests. Cbeyond shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. For DS0 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). Cbeyond shall be responsible for providing, and Cbeyond's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. BellSouth shall not require Cbeyond to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.
- 5.13 Cbeyond's Equipment and Facilities. Cbeyond, or if required by this Attachment, Cbeyond's BellSouth Certified Supplier, is solely responsible for the design,

engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Cbeyond and collocated in the Collocation Space or elsewhere in the BellSouth Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Cbeyond need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.

- 5.14 BellSouth's Access to Collocation Space. Except in the case of an emergency, BellSouth will not access Cbeyond's locked enclosure prior to notifying Cbeyond at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation space is required. BellSouth retains the right to access Cbeyond's space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). Cbeyond may elect to be present whenever BellSouth performs work in the Cbeyond's Collocation Space. The Parties agree that Cbeyond will not bear any of the expense associated with this type of work. BellSouth, its employees, vendors and agents will comply at all times with its own security and safety procedures and requirements while in Cbeyond's space.
- 5.15 Subject to the Limitation of Liability Section in the General Terms and Conditions of this Agreement, BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to Cbeyond's equipment, facilities or Collocation Space while in Cbeyond's Collocation Space and shall indemnify and hold harmless Cbeyond from any claim, liability or damages that may result from such entry into Cbeyond's Collocation Space by BellSouth, its agents, contractors or employees.
- 5.16 Access. Pursuant to Section 12, Cbeyond shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Cbeyond agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Cbeyond or Cbeyond's Guest(s) that will be provided with access keys or cards (Access Keys), prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Cbeyond and returned to BellSouth Access Management within fifteen (15) calendar days of Cbeyond's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Cbeyond agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Cbeyond's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Cbeyond ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.

- 5.16.1 BellSouth will permit one (1) accompanied site visit to Cbeyond's designated Collocation Space, after receipt of the BFFO, without charge to Cbeyond. Cbeyond must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date Cbeyond desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Cbeyond may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Cbeyond desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Cbeyond to access the Collocation Space, prior to completing BellSouth's Training requirements (as set forth in Section 12 of this Attachment), accompanied by a security escort, at Cbeyond's expense. Cbeyond must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired. A security escort will be required whenever Cbeyond or its approved agent desires access to the entrance manhole.
- 5.17 Lost or Stolen Access Devices. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Devices. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate an Access Device as a result of a lost Access Device(s) or for failure to return an Access Device(s), Cbeyond shall pay for the costs of re-keying or deactivating the Access Device pursuant to the rates set forth in Exhibit B of this Attachment. If it becomes necessary for Cbeyond to re-key an enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay Cbeyond the applicable costs, as supported by documentation, to re-key an enclosure or to replace lost or stolen keys that Cbeyond has previously provided to BellSouth.
- 5.18 Health Related Facilities and Parking. Cbeyond's authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the BellSouth Premises), as well to available parking.
- 5.19 **[Cbeyond] Interference or Impairment.** Notwithstanding any other provisions of this Attachment, Cbeyond 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) endangers or damages the equipment, facilities or any other property of BellSouth or any other collocated telecommunications carrier or **any other duly authorized person or entity** physically situated at the Central Office; 2) inappropriately compromises the privacy of any communications routed through the BellSouth Premises; or 3) 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 Cbeyond violates the provisions of this paragraph, BellSouth shall provide written notice to Cbeyond, to

cure the violation within forty-eight (48) hours of Cbeyond's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement that BellSouth has determined to be in violation. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the violation.

[BellSouth] Interference or Impairment. Notwithstanding any other provisions of this Attachment, Cbeyond 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) endangers or damages the equipment, facilities or any other property of BellSouth or **any other collocated telecommunications carrier**; 2) inappropriately compromises the privacy of any communications routed through the BellSouth Premises; or 3) 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 Cbeyond violates the provisions of this paragraph, BellSouth shall provide written notice to Cbeyond, to cure the violation within forty-eight (48) hours of Cbeyond's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement that BellSouth has determined to be in violation. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the violation.

- 5.19.1 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 Cbeyond fails to commence curative action with respect to a violation identified in Section 5.19 above, 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, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such violation, including, without limitation, the interruption of electrical power to Cbeyond's equipment which BellSouth has reasonably determined is the cause of such violation. BellSouth will provide notice to Cbeyond prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action, and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to Cbeyond for any damages arising from such action.

- 5.20 Significant Degradation Caused by Deployment of Advanced Services. 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, the carrier that claims (i.e. the claimant) that a deployed advanced service is significantly degrading the performance of other advanced services or traditional voice band services, must notify the deploying carrier of the degradation. If the deploying carrier fails to take curative action within forty-eight (48) hours then the claimant will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to BellSouth or Cbeyond or, if subsequently necessary, the Commission must be supported by BellSouth or Cbeyond with specific and verifiable information. When BellSouth or Cbeyond demonstrates that a certain technology deployed by BellSouth or Cbeyond is significantly degrading the performance of other advanced services or traditional voice band services, BellSouth or Cbeyond shall discontinue deployment of that technology and migrate its customers to 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 under Section 47 C.F.R. 51.233, and applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly-deployed technology.
- 5.21 Personalty and its Removal. Subject to the requirements of this Attachment 4, Cbeyond may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment and portable testing equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Cbeyond in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as Cbeyond property and may be removed by Cbeyond at any time. Any damage caused to the Collocation Space by Cbeyond’s employees, suppliers agents or representatives during the installation or removal of such property shall be promptly repaired by Cbeyond at Cbeyond’s expense. If Cbeyond decides to remove equipment from its Collocation Space, other than spare equipment and portable testing equipment, and the removal requires no physical work to be performed by BellSouth and Cbeyond’s physical work includes, but is not limited to, cross connects, or tie pairs, BellSouth will bill Cbeyond an Administrative Only Application Fee as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Cbeyond.

- 5.22 **Alterations.** Under no condition shall Cbeyond or any person acting on behalf of Cbeyond 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, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by Cbeyond, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1, which will be billed by BellSouth on the date that BellSouth provides Cbeyond with an Application Response.
- 5.23 **Janitorial Service.** Cbeyond shall be responsible for the general upkeep of its Collocation Space. Where outside janitorial services are necessary, Cbeyond shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 **Initial Application.** For Cbeyond's or Cbeyond's Guest's(s') initial equipment placement, Cbeyond shall input a Physical Expanded Interconnection Application Document (Initial Application) 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 application are completed with the appropriate type of information. An application fee will apply to each application submitted by Cbeyond and will be billed by BellSouth on the date BellSouth provides Cbeyond with an Application Response.
- 6.2 **Subsequent Application.** In the event Cbeyond or Cbeyond's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Cbeyond shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.22 of this Attachment. 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 are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by Cbeyond in the 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 Fee.** The subsequent application fee paid by Cbeyond shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but

BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO, and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Cbeyond to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Cbeyond with an Application Response.

- 6.3 Space Preferences. If Cbeyond has previously requested and received a Space Availability Report for the BellSouth Premises, Cbeyond may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Cbeyond's preference(s), Cbeyond may accept the space allocated by BellSouth or cancel its application, (without incurring an Application Fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Cbeyond with an Application Response.
- 6.4 Space Availability Notification.
- 6.4.1 **Unless otherwise specified,** BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide.. If the amount of space requested is not available, BellSouth will notify Cbeyond 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 Cbeyond or space that is configured differently, no application fee will apply. If Cbeyond decides to accept the available space, Cbeyond must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Cbeyond resubmits its application to accept the available space, BellSouth will bill Cbeyond the appropriate application fee.

- 6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Cbeyond an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Cbeyond or space that is configured differently, if Cbeyond decides to accept the available space, Cbeyond must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.4.3 Denial of Application. If BellSouth notifies Cbeyond that no space is available (Denial of Application), BellSouth will not assess an application fee to Cbeyond. After notifying Cbeyond that there is no available space in the requested BellSouth Premises, BellSouth will allow Cbeyond, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of Application.
- 6.4.4 BellSouth's written denial shall provide Cbeyond with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.
- 6.5 Filing of 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 required or requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Cbeyond to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.6 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 telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.

- 6.6.1 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 telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication 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.
- 6.6.2 When physical Collocation Space becomes available, Cbeyond must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Cbeyond has originally requested caged Collocation Space and cageless Collocation Space becomes available, Cbeyond may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Cbeyond wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.
- Cbeyond 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 Cbeyond does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove Cbeyond from the waiting list. Upon request, BellSouth will advise Cbeyond as to its position on the waiting list.
- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar 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.
- 6.8 Application Response.

- 6.8.1 In Georgia and, when space has been determined to be available for physical (caged or cageless) arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.8.2 In Florida, within fifteen (15) calendar 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 Cbeyond to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Cbeyond submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9 Application Modifications.
- 6.9.1 Except as set forth in Section 7.1.3 of this Attachment, if a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of Cbeyond, or as necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Cbeyond the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Cbeyond to submit the application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Cbeyond with an Application Response.
- 6.10 Bona Fide Firm Order.
- 6.10.1 Cbeyond shall indicate its intent to proceed with its request for a collocation arrangement 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)

calendar days after BellSouth's Application Response to Cbeyond's Bona Fide Application or Cbeyond's application will expire.

- 6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Cbeyond's BFFO. BellSouth will acknowledge the receipt of Cbeyond's BFFO within seven (7) calendar days of receipt, so that Cbeyond will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.
7. **Construction and Provisioning**
- 7.1 **Construction and Provisioning Intervals.**
- 7.1.1 In Florida, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar 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) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments 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) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Cbeyond cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Georgia, BellSouth will complete construction for physical caged Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for physical cageless Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar 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 or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

- 7.1.3 Records Only Changes. When Cbeyond adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in Cbeyond's operation.
- 7.1.4 In Georgia and, BellSouth will provide the reduced intervals outlined below to Cbeyond, when Cbeyond requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 ("Augment") after the Space Ready Date for existing physical Collocation Space. Unless otherwise set forth in Section 7.1.4.10, any such augment application will require a Subsequent Application and will result in the assessment of an Augment Application fee as set forth in Exhibit B.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar 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) calendar days after BFFO. This category includes all requests for additional physical Collocation Space.
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If Cbeyond submits an augment application request 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) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Cbeyond submits an augment application 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) calendar 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) calendar 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) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval).
- 7.1.4.8 If Cbeyond submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories, as outlined above, will be placed into the appropriate category as negotiated by Cbeyond and BellSouth. If Cbeyond 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 request is for Cbeyond's physical or virtual Collocation Space.

- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Cbeyond at the time BellSouth provides Cbeyond with the Application Response. Cbeyond will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment. Only one fee will apply per application.
- 7.2 Joint Planning. Joint planning between BellSouth and Cbeyond will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to Cbeyond during the joint planning meeting.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Cbeyond will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Cbeyond that the Collocation Space is ready for occupancy. In the event Cbeyond fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Cbeyond provided that BellSouth has complied with all space preparation, provisions of Cbeyond's BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to Cbeyond's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe. At the end of the acceptance walkthrough, or after any deviations are corrected, Cbeyond will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.
- 7.5 Circuit Facility Assignments (CFAs). BellSouth will provide CFAs to Cbeyond as soon as possible and no later than thirty (30) calendar days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1.
- 7.5.1 To provide CFAs to Cbeyond prior to the Provisioning Interval for those BellSouth Premises in which Cbeyond has physical collocation arrangement with a POT bay provided by Cbeyond, Cbeyond must provide BellSouth with the following information:

- 7.5.1.1 for physical collocation arrangement with a Cbeyond-provided POT bay, Cbeyond shall provide BellSouth with a complete layout of the POT panels (equipment inventory update (EIU) form), showing locations, speeds, etc.
 - 7.5.1.2 Cbeyond may submit an EIU form at any time after the 20th calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
 - 7.5.2 BellSouth will bill Cbeyond a nonrecurring charge, as set forth in Exhibit B, each time Cbeyond requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Cbeyond.
- 7.6 Use of BellSouth Certified Supplier. Cbeyond shall select a supplier which has been approved as a BellSouth Certified Supplier, which include Cbeyond itself, if a BellSouth Certified Supplier, to perform all construction, and engineering, as defined in TR 73503, installation and removal work. Cbeyond, if a BellSouth Certified Supplier, or Cbeyond's BellSouth Certified Supplier must follow and comply with all the reasonable and nondiscriminatory requirements of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements, as set forth in Section 3.2 of this Attachment. In some cases, Cbeyond must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Cbeyond with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cbeyond's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and Cbeyond upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Cbeyond or any supplier proposed by Cbeyond and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Cbeyond shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Cbeyond's Collocation Space. Upon request, BellSouth will provide Cbeyond with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cbeyond. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Cancellation. If at any time prior to space acceptance, Cbeyond 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 Georgia, if Cbeyond cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Cbeyond 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. Cbeyond, at its own expense, will be solely responsible for obtaining from the proper 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 telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

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 and Charges. [Cbeyond] Cbeyond agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been “grandfathered”, those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, **unless application of such rates would be inconsistent with the underlying purpose for grandfathering, or otherwise specified herein**, and such rates shall be incorporated in Exhibit B attached hereto.

Rates and Charges. [BellSouth] Cbeyond agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been “grandfathered”, those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, or otherwise specified herein, and such rates shall be incorporated in Exhibit B attached hereto.

8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.8 above. BellSouth will bill this nonrecurring fee on the date BellSouth provides an Application Response to Cbeyond.

8.3 [Cbeyond] Billing for recurring charges for floor space, if applicable, will begin on the Space Acceptance Date as defined above in Section 4.1 above. In the event that Cbeyond fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Cbeyond occupies the space prior to the Space Ready Date, the date Cbeyond occupies the space is deemed the new Space Acceptance Date and billing for recurring charges **for floor space, if applicable**, will begin on that date. **Billing for recurring charges for power (if drawn from BellSouth), will commence on the date upon which the primary and redundant connections from**

Cbeyond's equipment in the Collocation Space to the BellSouth power board or BDFB are installed. Cbeyond must notify BellSouth in writing when the collocation equipment to power source installation is complete.

[BellSouth] Recurring Charges. If Cbeyond has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4.1 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Cbeyond fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Cbeyond occupies the space prior to the Space Ready Date, the date Cbeyond occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

- 8.4** Cbeyond shall continue the payment of all monthly fees to BellSouth until the date that Cbeyond, and if applicable Cbeyond's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that Cbeyond and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cbeyond signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and Cbeyond jointly conduct an inspection, which confirms that Cbeyond has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.
- 8.5** Space Preparation. **[Cbeyond]** Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Cbeyond shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes the survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems. In the event Cbeyond opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Cbeyond as prescribed in this Section. **The Space preparation fees provided for in this Attachment shall not apply when Cbeyond has paid space preparation charges through previously billed ICB or nonrecurring space preparation charges.**

Space Preparation. **[BellSouth]** Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Cbeyond shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes the survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems. In the event Cbeyond opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Cbeyond as prescribed in this Section. **If Cbeyond was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from Cbeyond, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If Cbeyond pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full via previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B of this Attachment.**

- 8.6 **[Cbeyond] Floor Space.** The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with the maintenance of the Premises but does not include any expenses for power supplied to Cbeyond for its equipment. When the Collocation Space is enclosed, Cbeyond shall pay floor space charges based on the number of square feet so enclosed. When the Collocation Space is not enclosed, Cbeyond 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 unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Cbeyond's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Cbeyond shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

[BellSouth] Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with the maintenance of the Premises but does not include any expenses for power supplied to Cbeyond for its equipment. When the Collocation Space is enclosed, Cbeyond shall pay floor space charges based on the number of square feet so enclosed. When the Collocation Space is not enclosed, Cbeyond shall pay floor space charges based upon the following floor

space calculation: [depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Cbeyond's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Cbeyond shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6.1 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Cbeyond's BFFO.
- 8.7 **[Cbeyond]** Security Escort. The rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait one half (1/2) hour after the scheduled time for such an escort and Cbeyond shall pay for such half hour charges in the event Cbeyond fails to show up. Such rates shall not apply, and Cbeyond will not be charged where BellSouth or its Supplier causes the need for Cbeyond to require escorted access to the manhole. In cases where BellSouth fails to show up within one half (1/2) hour of the scheduled time for such an escort, Cbeyond shall not be charged for such an escort, and a new escort will be scheduled and provided without charge.
- [BellSouth]** Security Escort. The rates for a security escort shall be assessed, beginning with the scheduled escort time, **unless otherwise indicated herein, pursuant to the fees** set forth in Exhibit B. Such rates shall not apply, and Cbeyond will not be charged where BellSouth or its **BellSouth Certified Supplier** causes the need for Cbeyond or **Cbeyond's BellSouth Certified Supplier** to require escorted access to a **BellSouth zero manhole for a particular BellSouth Premises**. In the event BellSouth fails to show up within one-half (1/2) hour of the scheduled time for a security escort, Cbeyond shall not be charged for such escort, and a new security escort will be scheduled by Cbeyond and provided by BellSouth at no charge. BellSouth will wait for one half (1/2) hour after the scheduled time for such a security escort and Cbeyond shall pay for such half hour charges if Cbeyond or Cbeyond's BellSouth Certified Supplier fails to show up.
- 8.9 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of Cbeyond's BFFO.
- 8.10 Power Rates. **[Cbeyond]** Rates for power are set forth in Exhibit B of this Attachment. **Applicable rates shall vary depending on whether Cbeyond elects to be billed on a "fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing**

method, or on a “used amp” basis, by electing to convert collocation to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under a ICB pricing or no-recurring charge arrangement and there will be rates where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges.

Power Rates. [BellSouth] Rates for power are as set forth in Exhibit B of this Attachment. Recurring charges for –48V DC power will be assessed per amp per month based upon total number of fused amps of power capacity requested by Cbeyond on Cbeyond's initial collocation application and all subsequent collocation applications, which may either increase or decrease the originally requested number of fused amps of power capacity. These recurring charges will be assessed in accordance with the billing for all other monthly recurring charges as set forth in Section 8.4 above. However, if such arrangements are grandfathered as a result of Cbeyond providing documentation to BellSouth demonstrating that Cbeyond has fully paid the installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, then Cbeyond will only be billed the following two monthly recurring charges contained in Exhibit B of this Attachment: (1) an AC usage rate and (2) a DC power infrastructure rate to recover only the costs for ongoing expenses associated with maintaining, repairing and upgrading the existing DC power infrastructure.

- 8.10.1 [Cbeyond] Under the fused amp billing option, Cbeyond shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to “grandfather” such arrangements or such arrangements are grandfathered as a result of Cbeyond having provided documentation to BellSouth demonstrating that Cbeyond paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, Cbeyond will only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if such grandfathered rates had not been incorporated into the Parties' most recent Agreement, the most recent Commission approved rate that does not include an infrastructure component shall apply.

[BellSouth] No section.

- 8.10.2 [Cbeyond] Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed), However, if the Parties either previously agreed to “grandfather” such arrangements or such arrangements

are grandfathered as a result of Cbeyond having provided documentation to BellSouth demonstrating that Cbeyond paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, Cbeyond will only be billed a recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component exclusive of the costs previously paid through the ICB or non-recurring pricing (as set by the Commission).

[BellSouth] No section.

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

8.11 Grandfathered Rates.

8.11.1 Additional grandfathering provision regarding space preparation charges are set forth in Section 8.5 of this Attachment.

8.11.2 Additional grandfathering provisions regarding collocation power charges are set forth in Section 8.10 of this Attachment.

9 Central Office Power

9.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Cbeyond's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If Cbeyond was previously served off BellSouth's main power board pursuant to Cbeyond's previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.10 above.

9.1.1 **[Cbeyond]** Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month in a manner consistent with Commission orders and as set forth in Section 8 of this Attachment. **Nonrecurring charges for -48V DC power distribution, will be as set by the Commission.**

[BellSouth] 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 Cbeyond on Cbeyond's initial collocation application and all subsequent collocation applications, which may either increase or decrease the originally requested number of fused amps of power capacity, consistent with Commission orders and as set forth in Section 8 of this Attachment."

9.1.2 [Cbeyond] Power Usage Metering Option. Monthly recurring charges for –48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in Section 8 of this Attachment. Nonrecurring charges for –48V DC power distribution will be as set by the Commission.

[BellSouth] No section.

9.1.3 [Cbeyond] When Cbeyond selects the power usage metering option for power billing, the following terms shall apply.

[BellSouth] No section

9.1.3.1 [Cbeyond] BellSouth will arrange for all metering activities, which will include providing the necessary ammeter measurement device, to measure the actual power usage being drawn by Cbeyond’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 electrical current readings, depending on the capabilities of the ammeter-measuring device. Cbeyond may, at its sole cost and expense, install its own meters on the BDFBs located in its collocation space, for the purposes of measuring actual power usage. Cbeyond will submit a Subsequent Application for each location that Cbeyond wants to convert to the metered power usage measurement option and agrees to include in the Comments Section of the Subsequent Application the following comments: “This Subsequent Application is Cbeyond’s certification that Cbeyond is opting to convert the power usage measurement option and will permit BellSouth or a BellSouth Certified Supplier to use an ammeter-measuring device to measure its actual power usage or has installed a meter on its own BDFB, located in Cbeyond’s collocation space, to measure actual power usage on all power feeds.” BellSouth will bill Cbeyond a Power Reconfiguration Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to the Subsequent Application. BellSouth shall then arrange, in coordination with Cbeyond, for the measurement of Cbeyond’s actual power usage on each power feed (all A and B feeds) once each quarter at each of Cbeyond’s collocation arrangements (i.e. quarterly metered reading service), for which Cbeyond has initially implemented the power usage metering option or submitted a Subsequent Application to convert arrangements to metered power usage. After the actual power usage measurements have been completed, these measurements will be used to calculate the AC Usage charge on Cbeyond’s bill for the following three (3) months or until the next measurement is taken. A minimum of ten (10) amps of –48V DC power usage, per A&B pair of power feeds (i.e., a 10 amps sum for both the A and B feeds combined), is required by BellSouth for Cbeyond to operate equipment its collocation space. BellSouth shall bill Cbeyond for its monthly AC Usage for the following quarter based upon the sum of Cbeyond’s

actual metered usage for each power feed (the A and B feeds), or at least ten (10) amps of –48V DC power for each A and B pair of power feeds at the applicable – 48V DC amp AC Usage rate as set forth in Section 8 of this Attachment.

[BellSouth] No Section

- 9.1.3.2 [Cbeyond] Either Party, within fifteen (15) calendar 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 Cbeyond requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Cbeyond 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 Cbeyond 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 Cbeyond’s AC Usage charge for the next (3) months.**

[BellSouth] No section.

- 9.1.3.3 [Cbeyond] BellSouth shall assess Cbeyond a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth’s power plant infrastructure investment component of the DC power charges based upon Cbeyond’s requested fused amperage capacity, as reflected by Cbeyond on its Initial Application, as well as any Subsequent Applications (i.e. augment applications) and Power Reduction Forms, for the particular collocation arrangement being converted to the power usage metering option within the specified central office.**

[BellSouth] No section

- 9.1.3.4 [Cbeyond] Cbeyond agrees to submit a Subsequent Application to BellSouth for notification when Cbeyond has removed or installed telecommunications equipment in Cbeyond’s collocated space. If there is no change in the size of the collocation space and no change in the requested fused amperage capacity, BellSouth will assess Cbeyond an Administrative Only Application fee for processing an application to remove or install telecommunications equipment. If there are any changes in the size of the collocation space, the requested fused amperage capacity, or any other activities requested in the Subsequent Application, BellSouth will assess Cbeyond the Subsequent Application fee contained in Exhibit B of this Attachment. An associated**

change in power usage will be reflected in the billing cycle associated with the next regularly scheduled quarterly power measurement reading, unless either Party requests a reading of the power usage prior to this date. If Cbeyond requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken when telecommunications equipment had been removed or installed or requested another reading for any other purpose in Cbeyond's collocation space then Cbeyond 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 Cbeyond will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. Any changes in the existing power usage will become effective on the first (1st) day of the month following the date of the requested meter reading.

[BellSouth] No section.

- 9.1.3.5 [Cbeyond] BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Cbeyond's BDFB meter(s) by performing its own meter reading(s) via an alternate method, such as, but not limited to, a clamp-on ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If Cbeyond's BDFB meter(s) is (are) found to be in error, then Cbeyond agrees to recalibrate, repair or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are generally instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and the 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, then BellSouth has the right to adjust Cbeyond's billing to reflect BellSouth's reading retroactive to the beginning of the quarter for which the last meter reading was taken.

[BellSouth] No section

- 9.1.3.6 [Cbeyond] If required, BellSouth and/or a BellSouth Certified Supplier hired by BellSouth to perform the meter reading activity, must be given access to Cbeyond's collocation space if the arrangement is a physical caged collocation arrangement. BellSouth and/or a BellSouth Certified Supplier shall provide Cbeyond with sufficient notification that access is required, defined herein as a minimum of forty-eight (48) hours. Once the date and time of access has been agreed upon, Cbeyond and BellSouth and/or a BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide sufficient notification, defined herein as a minimum of three (3) hours, to the other party if the original appointment will be missed or must be canceled and rescheduled. If Cbeyond fails to provide access to its caged

collocation space or fails to provide BellSouth and/or a BellSouth Certified Supplier with sufficient notification of the necessity to cancel and/or reschedule the initial agreed-upon appointment, then Cbeyond will be assessed for each additional meter reading trip, as set forth in Exhibit B of this Attachment, that must be rescheduled due to Cbeyond's failure to provide sufficient notice as described above. BellSouth will bill Cbeyond an "Additional Meter Reading Trip Charge" that BellSouth incurs, either from its own work forces or from a BellSouth Certified Supplier. Cbeyond and BellSouth and/or a BellSouth Certified Supplier may jointly agree to less stringent notification requirements, as convenience and practical business needs dictate, on a central office-by-central office basis. Both Parties agree that "practical business needs" may include any service interruption or restoration of service situation.

[BellSouth] No section.

- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by Cbeyond's BellSouth Certified Supplier. Cbeyond is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to Cbeyond's equipment. The BellSouth Certified Supplier contracted by Cbeyond must provide BellSouth with a copy of the engineering power specifications prior to the day on which Cbeyond's equipment becomes operational. BellSouth will provide the common feeder cable support structure between the BellSouth BDFB and Cbeyond's Collocation Space. Cbeyond shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cbeyond's Collocation Space, power cable feeds, and terminations of cable.
- 9.3 BellSouth will revise monthly recurring power charges to reflect a power upgrade, upon notification of the completion of the upgrade by Cbeyond's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Cbeyond, certifying the completion of the power reduction including the removal of the power cabling by Cbeyond's BellSouth Certified Supplier.
- 9.4 If Cbeyond requests a reduction in the amount of power that BellSouth is currently providing, Cbeyond must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

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

9.6 **[Cbeyond]** No section

[BellSouth] Cbeyond agrees to submit a Subsequent Application to BellSouth for notification when Cbeyond has removed or installed telecommunications equipment in Cbeyond's collocated space. If there is no change in the size of the collocation space and no change in the requested fused amperage capacity, BellSouth will assess Cbeyond an Administrative Only Application fee for processing an application to remove or install telecommunications equipment. If there are any changes in the size of the collocation space, the requested fused amperage capacity, or any other activities requested in the Subsequent Application, BellSouth will assess Cbeyond the Subsequent Application fee contained in Exhibit B of this Attachment.

10. Insurance

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

10.2 Cbeyond shall maintain the following specific coverage:

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

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

10.3 All policies purchased by Cbeyond 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 Attachment or

until all Cbeyond's property has been removed from BellSouth's Premises, whichever period is longer. If Cbeyond fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cbeyond.

- 10.4 Cbeyond shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Cbeyond shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Cbeyond's insurance company. Cbeyond shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 10.5 Cbeyond must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Cbeyond's part, but only to the extent that BellSouth has agreed to, or shall hereafter agree, to such recommendations, to the extent applicable to BellSouth.
- 10.6 Self-Insurance. If Cbeyond's net worth exceeds five hundred million dollars (\$500,000,000), Cbeyond may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Cbeyond shall provide audited financial statements to BellSouth thirty (30) calendar 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 Cbeyond in the event that self-insurance status is not granted to Cbeyond. If BellSouth approves Cbeyond for self-insurance, Cbeyond shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cbeyond's corporate officers. The ability to self-insure shall continue so long as the Cbeyond meets all of the requirements of this Section. If Cbeyond subsequently no longer satisfies this Section, Cbeyond is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2.

11. Mechanics Liens

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Cbeyond), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of

written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. Inspections

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

13. Security and Safety Requirements

- 13.1 Unless otherwise specified, Cbeyond will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Cbeyond employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Cbeyond 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. Cbeyond shall not be required to perform this investigation if an affiliated company of Cbeyond has performed an investigation of the Cbeyond employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Cbeyond has performed a pre-employment statewide investigation of criminal history records of the Cbeyond employee for the states/counties where the Cbeyond employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 13.2 Cbeyond will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.
- 13.3 Cbeyond shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Cbeyond's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Cbeyond not possessing identification issued by Cbeyond or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security

- Training documents. Cbeyond shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. Cbeyond shall be solely responsible for ensuring that any Guest(s) of Cbeyond is in compliance with all subsections of this Section.
- 13.4 Cbeyond shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Cbeyond 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 Cbeyond personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Cbeyond chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cbeyond 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).
- 13.4.1 Cbeyond 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 felony for which they were convicted.
- 13.4.2 Cbeyond 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 a felony for which they were convicted.
- 13.5 For each Cbeyond employee or agent hired by Cbeyond within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Cbeyond shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Cbeyond will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cbeyond 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.
- 13.5.1 For all other Cbeyond employees requiring access to a BellSouth Premises pursuant to this Attachment, Cbeyond 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.
- 13.6 At BellSouth's request, Cbeyond shall promptly remove from BellSouth's Premises any employee of Cbeyond that BellSouth does not wish to grant access to its BellSouth Premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of Cbeyond is found interfering with

the property or personnel of BellSouth or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

- 13.7 Security Violations. Subject to limitations, if any, in a party's employment contract, each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or Cbeyond's Collocation Space, or involving BellSouth's, Cbeyond's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Party's employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Party's employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the 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.
- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

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

14. Destruction of Collocation Space

- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Cbeyond's permitted use hereunder, then either Party may elect within ten (10) calendar 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 Cbeyond'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 Cbeyond, 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. Cbeyond may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Cbeyond's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Cbeyond. Where allowed and where practical, Cbeyond may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Cbeyond shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Cbeyond's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and Cbeyond's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Cbeyond has placed an Adjacent Arrangement pursuant to Section 3.4, Cbeyond shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

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

day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Cbeyond 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) calendar days after such taking.

16. Nonexclusivity

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

17. Notice of Non-Emergency Work

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

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

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substantial new safety or environmental hazards can be created by Cbeyond or different hazardous materials used by Cbeyond at a BellSouth Premises. Cbeyond must demonstrate adequate emergency response capabilities for its materials used or remaining at the 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 Cbeyond to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cbeyond 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 Cbeyond will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cbeyond must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Cbeyond shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the 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, Cbeyond 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. Cbeyond further agrees to cooperate with BellSouth to ensure that Cbeyond's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Cbeyond, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Cbeyond's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

| CATEGORIES | ISSUES | FOLLOWING DOCUMENTATION |
|---|---|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier | Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative) |
| Emergency response | Hazmat/waste release/spill fire safety emergency | Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on 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 |

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| | | |
|---|---|--|
| | 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

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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

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| COLLOCATION - Florida | | | | | | | | | | Attachment: 4 | | Exhibit: B | | | | | | | | | | | | |
|-----------------------------|--|---------|------|---|-------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|-------|-------|-------|-------|-------|--|--|--|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN | | | |
| | | | | | | | | | | | | | | | OSS Rates (\$) | | | | | | | | | |
| | | | | | | | | | | | | | | | First | Add'l | First | Add'l | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | | | UEPSB | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | PE1R2 | 0.0276 | 8.22 | 7.22 | | | | | | | | | | | | | | | | |
| | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | PE1R4 | 0.0552 | 8.42 | 7.36 | | | | | | | | | | | | | | | | |
| PHYSICAL COLLOCATION | | | | | | | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Initial Application Fee | | | CLO | PE1BA | | 2,597.00 | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Subsequent Application Fee | | | CLO | PE1CA | | 2,236.00 | | | | | | | | | | | | | | | | | |
| | Physical Collocation Administrative Only - Application Fee | | | CLO | PE1BL | | 742.00 | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Space Preparation - Firm Order Processing | | | CLO | PE1SJ | | 288.93 | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Space Preparation - C.O. Modification per square ft. | | | CLO | PE1SK | 2.38 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage | | | CLO | PE1SM | 92.55 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable | | | CLO | PE1BD | | 1,750.00 | | 45.16 | | | | | | | | | | | | | | | |
| | Physical Collocation - Floor Space, per sq feet | | | CLO | PE1PJ | 7.86 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Cable Support Structure, per Entrance Cable | | | CLO | PE1PM | 18.96 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power, -48V DC Power - per Fused Amp | | | CLO | PE1PL | 7.80 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power Reduction Only, Application Fee | | | CLO | PE1PR | | 399.43 | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp | | | CLO | PE1FB | 5.38 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp | | | CLO | PE1FD | 10.77 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp | | | CLO | PE1FE | 16.15 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp | | | CLO | PE1FG | 37.30 | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - 2-wire cross-connect, loop, provisioning | | | UEANL,UEQ, UNLDX, UNCNX | PE1P2 | 0.0276 | 8.22 | 7.22 | 5.74 | 4.58 | | | | | | | | | | | | | | |
| | Physical Collocation - 4-wire cross-connect, loop, provisioning | | | UEA, UHL, UNCVX, UNCDX, UCL, UDL | PE1P4 | 0.0552 | 8.42 | 7.36 | 5.90 | 4.66 | | | | | | | | | | | | | | |
| | Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning | | | UEANL,UEQ,WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UDL, UEPEX, UEPOX | PE1P1 | 1.32 | 27.77 | 15.52 | 5.93 | 4.77 | | | | | | | | | | | | | | |
| | Physical Collocation - DS3 Cross-Connect, provisioning | | | UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3 | PE1P3 | 16.81 | 25.48 | 14.05 | 7.77 | 5.01 | | | | | | | | | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | Attachment: 4 | | Exhibit: B | | | | | | | | |
|-----------------------|--|---------|------|--|-------|------------|--------------|--------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|----------------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | OSS Rates (\$) | | | | |
| | | | | | | | First | Add'l | First | | | | | | | Add'l | SOMEc | SOMAN | SOMAN | SOMAN |
| | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF | PE1F2 | 3.34 | 41.94 | 30.52 | 13.91 | 11.16 | | | | | | | | | | |
| | Physical Collocation - 4-Fiber Cross-Connect | | | ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDF | PE1F4 | 5.92 | 51.30 | 39.87 | 18.20 | 15.54 | | | | | | | | | | |
| | Physical Collocation - Space enclosure, welded wire, first 100 square feet | | | CLO | PE1BW | 189.45 | | | | | | | | | | | | | | |
| | Physical Collocation - Space enclosure, welded wire, 50 square feet | | | CLO | PE1BX | 170.87 | | | | | | | | | | | | | | |
| | Physical Collocation - Space enclosure, welded wire, each additional 50 square feet | | | CLO | PE1CW | 18.58 | | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Security System per Central Office | | | CLO | PE1AY | 0.0105 | | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State | | | CLO | PE1A1 | 0.0577 | 55.80 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card | | | CLO | PE1AA | | 15.65 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 45.75 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 26.30 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 26.30 | | | | | | | | | | | | | |
| | Physical Collocation - Space Availability Report, per Central Office Requested | | | CLO | PE1SR | | 2,159.00 | | | | | | | | | | | | | |
| | Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request | | | CLO | PE1C9 | | 77.54 | | | | | | | | | | | | | |
| | Physical Collocation - Cable Records, per request | | | CLO | PE1CR | | 1,525.00 | 980.22 | 267.08 | | | | | | | | | | | |
| | Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records) | | | CLO | PE1CD | | 656.50 | | 379.78 | | | | | | | | | | | |
| | Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair | | | CLO | PE1CO | | 9.66 | | 11.84 | | | | | | | | | | | |
| | Physical Collocation, Cable Records, DS1, per T1 TIE | | | CLO | PE1C1 | | 4.52 | | 5.54 | | | | | | | | | | | |
| | Physical Collocation, Cable Records, DS3, per T3 TIE | | | CLO | PE1C3 | | 15.82 | | 19.40 | | | | | | | | | | | |
| | Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records) | | | CLO | PE1CB | | 169.67 | | 154.89 | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour | | | CLO | PE1BT | | 16.52 | 10.83 | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour | | | CLO | PE1OT | | 21.92 | 14.19 | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour | | | CLO | PE1PT | | 27.31 | 17.55 | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit | | I | CLO | PE1BV | | 33.00 | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit | | I | CLO | PE1BO | | 33.00 | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit | | I | CLO | PE1B1 | | 52.00 | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit | | I | CLO | PE1B3 | | 52.00 | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit | | I | CLO | PE1BR | | 23.00 | | | | | | | | | | | | | |
| | Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit | | I | CLO | PE1BP | | 23.00 | | | | | | | | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | Attachment: 4 | | Exhibit: B | | | | | | | | | | |
|-----------------------------|---|---------|------|--|-------|------------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|----------------|--------|-------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | | OSS Rates (\$) | | | | | | |
| | | | | | | | First | Add'l | First | | | | | | | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit | | I | CLO | PE1BS | | 33.00 | | | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit | | I | CLO | PE1BE | | 37.00 | | | | | | | | | | | | | | | |
| | Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof | | I | CLO | PE1B7 | | 592.00 | | | | | | | | | | | | | | | |
| | Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per linear ft., per cable | | | CLO | PE1ES | 0.001 | | | | | | | | | | | | | | | | |
| | Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft., per cable | | | CLO | PE1DS | 0.0014 | | | | | | | | | | | | | | | | |
| | Physical Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application | | | CLO | PE1DT | | 584.11 | | | | | | | | | | | | | | | |
| | Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice) | | | CLO | PE1EA | | 1,169.133 | 42.712 | | | | | | | | | | | | | | |
| | Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs | | | CLO | PE1EB | | 18.009 | | | | | | | | | | | | | | | |
| | Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice) | | | CLO | PE1EC | | 973.661 | 42.712 | | | | | | | | | | | | | | |
| | Physical Collocation - Fiber Entrance Cable Installation, per Fiber | | | CLO | PE1ED | | 7.24 | | | | | | | | | | | | | | | |
| ADJACENT COLLOCATION | | | | | | | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - Space Charge per Sq. Ft. | | | CLOAC | PE1JA | 0.1635 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | CLOAC | PE1JC | 5.11 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - 2-Wire Cross-Connects | | | UEA,UHL,UDL,UCL | PE1P2 | 0.0213 | 24.69 | 23.69 | 11.77 | 10.62 | | | | | | | | | | | | |
| | Adjacent Collocation - 4-Wire Cross-Connects | | | UEA,UHL,UDL,UCL | PE1P4 | 0.0426 | 24.88 | 23.83 | 12.04 | 10.80 | | | | | | | | | | | | |
| | Adjacent Collocation - DS1 Cross-Connects | | | UEA,UHL,UDL,UCL | PE1P1 | 1.22 | 44.24 | 31.98 | 12.07 | 10.91 | | | | | | | | | | | | |
| | Adjacent Collocation - DS3 Cross-Connects | | | UEA,UHL,UDL,UCL | PE1P3 | 16.56 | 41.94 | 30.52 | 13.91 | 11.15 | | | | | | | | | | | | |
| | Adjacent Collocation - 2-Fiber Cross-Connect | | | CLOAC | PE1F2 | 2.81 | 41.94 | 30.52 | 13.91 | 11.16 | | | | | | | | | | | | |
| | Adjacent Collocation - 4-Fiber Cross-Connect | | | CLOAC | PE1F4 | 5.36 | 51.30 | 39.87 | 18.29 | 15.54 | | | | | | | | | | | | |
| | Adjacent Collocation - Application Fee | | | CLOAC | PE1JB | | 2,785.00 | | | | | | | | | | | | | | | |
| | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FB | 5.38 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FD | 10.77 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FE | 16.15 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | CLOAC | PE1FG | 37.30 | | | | | | | | | | | | | | | | |
| | Adjacent Collocation - Cable Support Structure per Entrance Cable | | I | CLOAC | PE1PM | 18.96 | | | | | | | | | | | | | | | | |
| VIRTUAL COLLOCATION | | | | | | | | | | | | | | | | | | | | | | |
| | Virtual Collocation - Application Fee | | | AMTFS | EAF | | 4,122.00 | 1,249.00 | | | | | | | | | | | | | | |
| | Virtual Collocation - Administrative Only - Application Fee | | | AMTFS | VE1AF | | 742.00 | | | | | | | | | | | | | | | |
| | Virtual Collocation - Cable Installation Cost, per cable | | | AMTFS | ESPCX | 12.45 | 965.00 | | | | | | | | | | | | | | | |
| | Virtual Collocation - Floor Space, per sq. ft. | | | AMTFS | ESPVX | 4.25 | | | | | | | | | | | | | | | | |
| | Virtual Collocation - Power, per fused amp | | | AMTFS | ESPAX | 6.95 | | | | | | | | | | | | | | | | |
| | Virtual Collocation - Cable Support Structure, per entrance cable | | | AMTFS | ESPSX | 13.35 | | | | | | | | | | | | | | | | |
| | Virtual Collocation - 2-wire Cross Connects (loop) | | | UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UUEQ,UNCVX,UNCDCX,UNCNXX | UEAC2 | 0.0502 | 11.57 | | | | | | | | | | | | | | | |
| | Virtual Collocation - 4-wire Cross Connects (loop) | | | UEA,UHL,UCL,UDL,UAL,UDN,UNCVX,UNCDCX | UEAC4 | 0.0502 | 11.57 | | | | | | | | | | | | | | | |

| COLLOCATION - Florida | | | | | | | | | | Attachment: 4 | | Exhibit: B | | | |
|----------------------------|--|---------|------|--|-------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |
| | Virtual Collocation - 2-Fiber Cross Connects | | | UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, UL48, UDF | CNC2F | 6.71 | 2,431.00 | | | | | | | | |
| | Virtual Collocation - 4-Fiber Cross Connects | | | UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, UL48, UDF | CNC4F | 6.71 | 2,431.00 | | | | | | | | |
| | Virtual collocation - Special Access & UNE, cross-connect per DS1 | | | USL, ULC, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, UEPEX, UEPPDX | CNC1X | 7.50 | 155.00 | 14.00 | | | | | | | |
| | Virtual collocation - Special Access & UNE, cross-connect per DS3 | | | USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3 | CND3X | 56.25 | 151.90 | 11.83 | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable | | | AMTFS | VE1CB | 0.0028 | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear ft., per cable | | | AMTFS | VE1CD | 0.0041 | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connect/Direct Connect, Application Fee, per application | | | AMTFS | VE1CA | | 584.11 | | | | | | | | |
| | Virtual Collocation - Request Resend of GFA Information, per premises, per arrangement, per request | | | AMTFS | VE1QR | | 77.54 | | | | | | | | |
| | Virtual Collocation Cable Records - per request | | | AMTFS | VE1BA | | 1,525.00 | | 267.08 | | | | | | |
| | Virtual Collocation Cable Records - VG/DS0 Cable, per cable record | | | AMTFS | VE1BB | | 656.50 | | 379.78 | | | | | | |
| | Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair | | | AMTFS | VE1BC | | 9.66 | | 11.84 | | | | | | |
| | Virtual Collocation Cable Records - DS1, per T1TIE | | | AMTFS | VE1BD | | 4.52 | | 5.54 | | | | | | |
| | Virtual Collocation Cable Records - DS3, per T3TIE | | | AMTFS | VE1BE | | 15.82 | | 19.40 | | | | | | |
| | Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records | | | AMTFS | VE1BF | | 169.67 | | 154.89 | | | | | | |
| | Virtual collocation - Security Escort - Basic, per quarter hour | | | AMTFS | SPTBQ | | 10.89 | | | | | | | | |
| | Virtual collocation - Security Escort - Overtime, per quarter hour | | | AMTFS | SPTOQ | | 13.64 | | | | | | | | |
| | Virtual collocation - Security Escort - Premium, per quarter hour | | | AMTFS | SPTPQ | | 16.40 | | | | | | | | |
| | Virtual Collocation - 2-wire Cross Connects (loop), per ckts | | | AMTFS | VE1R2 | 0.05 | 11.57 | | | | | | | | |
| | Virtual Collocation - 4-wire Cross Connects (loop), per ckts | | | AMTFS | VE1R4 | 0.05 | 11.57 | | | | | | | | |
| | Virtual Collocation - DS-1/DCS Cross Connects, PER CKTS | | | AMTFS | VE11S | 8.09 | 69.64 | | | | | | | | |
| | Virtual Collocation - DS-1/DSX Cross Connects, PER CKTS | | | AMTFS | VE11X | 0.41 | 69.64 | | | | | | | | |
| | Virtual Collocation - DS-3/DCS Cross Connects, PER CKT | | | AMTFS | VE13S | 59.67 | 528.00 | | | | | | | | |
| | Virtual Collocation - DS-3/DSC Cross Connects, PER CKT | | | AMTFS | VE13X | 10.06 | 528.00 | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Basic, per quarter hour | | | AMTFS | SPTRE | | 10.89 | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Overtime, per quarter hour | | | AMTFS | SPTOE | | 13.64 | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Premium per quarter hour | | | AMTFS | SPTPE | | 16.40 | | | | | | | | |
| VIRTUAL COLLOCATION | | | | | | | | | | | | | | | |
| | Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res | | | UEPSR | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | |
| | Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | | | UEPSP | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | |

COLLOCATION - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 4 | | Exhibit: B | | |
|----------|--|---------|------|-------|-------|------------|--------------|-------|-------------------------|-------|----------------------------------|--------------------------------------|--|--|---|---|--|
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | 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 | |
| | | | | | | | First | Add'l | First | Add'l | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | | | UEPSE | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus | | | UEPSB | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPSX | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | | | UEPTX | VE1R2 | 0.0502 | 11.57 | 11.57 | | | | | | | | | |
| | Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | | | UEPEX | VE1R4 | 0.0502 | 11.57 | 11.57 | | | | | | | | | |

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 Cbeyond is utilizing its own switch, Cbeyond shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Cbeyond will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 If Cbeyond requests to negotiate local switching pursuant to Attachment 1 and Attachment 2 of this Agreement, the Parties also will negotiate appropriate elements to this attachment.
- 2.3 To limit service outage, BellSouth and Cbeyond will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Cbeyond.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 BellSouth and Cbeyond will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

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

Attachment 6

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

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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

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

[Cbeyond] For those provisioning functions that are not covered by the following Sections 1.2.1 and 1.2.2, BellSouth shall provision services during its normal working hours (i.e., hours during which it does not pay its technicians overtime).

[BellSouth] BellSouth will provide provisions requests during normal business hours referenced on the BellSouth's interconnection website. Provisioning support required by Cbeyond outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.

- 1.2.1 BellSouth's Customer Wholesale Interconnection Network Services (CWINS) Centers will provide installation, maintenance and repair services in accordance with the hours-of-operation provisions found at BellSouth's interconnection website at: www.interconnection.bellsouth.com/centers/html/cwins.html, and as specified in Sections 4.1 and 5.1 of the Operational Understanding, found at BellSouth's interconnection website at: www.interconnection.bellsouth.com/guides/html/other_guides.html.

1.2.2 BellSouth will provide access to the Local Carrier Service Centers (LCSC) in accordance with the hours-of-operation provisions found at BellSouth's interconnection website at:
www.interconnection.bellsouth.com/centers/html/LCSC.html.

1.3 To the extent Cbeyond requests provisioning of service to be performed outside BellSouth's normal working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of normal working hours, overtime billing charges pursuant to Section A2.3.15 of BellSouth's General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of normal 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 Cbeyond, BellSouth will not assess Cbeyond additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

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

2.1.1 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to Cbeyond on the BellSouth Website.

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

2.1.3 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to 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. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface.

Customer record information includes customer specific information in CRIS and RSAG. Cbeyond shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable.

2.1.3.1 **[Cbeyond]** No Section

[BellSouth] Cbeyond shall provide such information within four (4) hours after request via electronic access where available.

2.1.3.2 **[Cbeyond]** Subject to the same exclusions that apply to BellSouth's delivery of CSRs, Cbeyond shall use commercially reasonable efforts to furnish the requested Customer record information within **an average of forty-eight (48) hours** (calculated in the same manner in which BellSouth is required to calculate its own average intervals) of a complete and accurate request from BellSouth, exclusive of weekends and holidays.

[BellSouth] If electronic access is not available, Cbeyond shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. Subject to the same exclusions that apply to BellSouth's delivery of CSRs, Cbeyond shall furnish the requested Customer record information **within forty-eight (48) hours** of BellSouth's request, exclusive of weekends and holidays.

2.1.4 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.

2.1.4.1 **[Cbeyond]** The **Parties** reserve the right to audit the **other Party's** access to customer record information. If an audit of one parties' access to customer record information reveals that the **other Party** is accessing customer record information without having obtained the proper End User authorization, the auditing party upon reasonable notice to the other party may petition the FCC or Commission to take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

[BellSouth] Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, **or, if no LOA is provided by the seventh (7th) business day after such request has been made,** the requesting Party **will** send written notice to the other Party specifying the alleged noncompliance. Disputes over Alleged Noncompliance. In it's **written notice to the other Party** the alleging Party will state **that additional**

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

2.1.5

Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. Cbeyond can determine if orders can be placed electronically for a certain product by reviewing the Flow Through Matrix found on BellSouth's Performance Measurement Analysis Platform (PMAP) site located at <http://pmap.bellsouth.com/content/documentation.aspx> and Section 2.5 of the BellSouth Local Exchange Ordering (LEO) Implementation Guide, Volume 1 located at <http://interconnection.bellsouth.com/guides/html/leo.html/gleoo001/indexf.htm>.

Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. Cbeyond may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, Cbeyond may use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. In the case of outages of BellSouth's OSS interfaces, Cbeyond will be assessed the lower electronically submitted OSS rate if Cbeyond must submit LSRs manually during periods of systems outages by complying with the rules specified in the Local Ordering Handbook located at

<http://www.interconnection.bellsouth.com/guides/leo/pdf/gleoo001.pdf>.

BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CSOTS order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

2.1.6 Maintenance and Repair. Cbeyond may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers Cbeyond non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth provides Cbeyond an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Cbeyond agree to adhere to BellSouth's Operational Understanding, as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

2.1.6.1 **[Cbeyond]** BellSouth agrees to furnish root cause analyses (RCA) for trouble reports as requested by Cbeyond. BellSouth will furnish requested RCAs within forty-eight (48) hours of receiving the Cbeyond request.

[BellSouth] No Section.

2.1.7 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network, subject to the applicable procedure of BellSouth's Operational Understanding.

2.1.7.1 **[Cbeyond]** When troubles cannot be clearly isolated to either Party's facilities and equipment, each Party will agree to test cooperatively with the other Party to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If Cbeyond performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation point, then BellSouth will perform the required testing on its side of the demarcation point to identify and correct the trouble reported by Cbeyond. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and Cbeyond will not be charged for submission of the trouble ticket. If BellSouth cannot identify a trouble located on its side of the demarcation point, then BellSouth will assess Cbeyond the applicable Maintenance of Services charge as set forth in Exhibit A, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If Cbeyond performs additional testing of the same facilities and finds that the trouble has not been eliminated and does not reside on Cbeyond's side of the demarcation point, then Cbeyond shall submit an additional trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the

trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge Cbeyond for the submission of the trouble ticket. BellSouth shall also credit Cbeyond's account for the amount of the original Maintenance of Services charge on this same facility, within the next billing cycle.

[BellSouth] When troubles cannot be clearly isolated to either Party's facilities and equipment, each Party will agree to test cooperatively with the other Party to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If Cbeyond performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation point, then BellSouth will perform the required testing on its side of the demarcation point to identify and correct the trouble reported by Cbeyond. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and Cbeyond will not be charged for submission of the trouble ticket. If BellSouth cannot identify a trouble located on its side of the demarcation point, then BellSouth will assess Cbeyond the applicable Maintenance of Services charge as set forth in Exhibit A, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If Cbeyond performs additional testing of the same facilities and finds that the trouble has not been eliminated and does not reside on Cbeyond's side of the demarcation point, then Cbeyond shall submit an additional trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge Cbeyond for the submission of the trouble ticket. **Cbeyond will use the Billing Dispute Resolution process to challenge the charges that occur as a result of a No Trouble Found maintenance requests.**

- 2.1.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.
- 2.1.9 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Cbeyond, is set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.

- 2.10 Rates. **[Cbeyond]** BellSouth shall bill Cbeyond OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. Cbeyond shall bill BellSouth a single manual OSS charge (SOMAN) per local service request, **at the manual OSS rate (SOMAN) set forth in Exhibit A of Attachment 2 of this Agreement.**

[BellSouth] BellSouth shall bill Cbeyond OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. Cbeyond shall bill BellSouth a single manual OSS charge (SOMAN) per local service request **associated with the ‘port back’ of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement. Should BellSouth desire to establish a mechanized interface with Cbeyond in support of the ‘port back’ local service requests, BellSouth shall initiate a New Business Request to Cbeyond.**

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by Cbeyond will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Cbeyond shall be required to submit a new service request. Incorrect or invalid requests returned to Cbeyond for correction or clarification will be held for thirty (30) days. If Cbeyond does not return a corrected request within thirty (30) days, BellSouth will cancel the request.
- 3.2 Neither BellSouth nor Cbeyond shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.1 BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request (LSR) rejects within the intervals set forth in Attachment 9 of this Agreement.
- 3.2.2 **[Cbeyond]** Subject to the same exceptions that apply to BellSouth’s intervals for return of FOCs, Cbeyond shall use commercially reasonable efforts to return a FOC for porting a number to BellSouth within **an average of forty-eight (48) hours (calculated in the same manner in which BellSouth is required to calculate its own average intervals) after Cbeyond’s receipt of a valid LSR from BellSouth, excluding weekends and holidays.**

[BellSouth] Cbeyond shall return a FOC for porting a number to BellSouth within forty-eight (48) hours after Cbeyond’s receipt from BellSouth of a valid LSR

3.2.3 **[Cbeyond]** Subject to the same exclusions that apply to BellSouth's provision of Reject Responses, Cbeyond shall use commercially reasonable efforts to provide a Reject Response to BellSouth within **an average of seventy-two (72) hours (calculated in the same manner in which BellSouth is required to calculate its own average intervals) after Cbeyond's receipt of an LSR from BellSouth** which is incomplete or incorrectly formatted.

[BellSouth] Cbeyond shall provide a Reject Response to BellSouth within forty-eight (48) hours after BellSouth's submission of an LSR, which is incomplete or incorrectly formatted

3.3 Use of Facilities. When a customer of Cbeyond 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 Cbeyond by BellSouth. BellSouth will notify Cbeyond that such a request has been processed after the disconnect order has been completed. Such notification will be provided via Cbeyond's line loss notification report, which can be found on the PMAP web site at <http://pmap.bellsouth.com.aspx> and is updated on a daily basis except for Sundays. 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 of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

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

3.5.1 When Cbeyond's end user, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the end user the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Cbeyond, which has the billing relationship with that end user, and Cbeyond may pass such charge to the end user.

3.6 **[Cbeyond]** Cancellation Charges. If Cbeyond cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered. Notwithstanding the foregoing, if Cbeyond 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 Cbeyond 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, Cbeyond may cancel its request for all or any subset of those network elements or services requested on the LSR without incurring cancellation charges as described in this Section

[BellSouth] Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Cbeyond places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply.

Where Cbeyond 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, Cbeyond may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Cbeyond elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if Cbeyond places a single LSR for an unbundled network combination, as described in Section 2 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.

3.7 Service Date Advancement Charges (a.k.a. Expedites). Service Date Advancement charges will be imposed by the providing Party for intervals requested by the requesting Party of less than the standard interval as outlined in the Parties Product and Services Interval Guide. The charges as set forth in Attachment 2 of this Agreement.

3.8

3.8 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request,

Service Date Advancement Charges will not apply if the provisioning Party fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of Cbeyond or its End User, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

- 3.9 [Cbeyond] Mass Migration of Customers.** BellSouth will cooperate with Cbeyond to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory. **Mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) will be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all relevant information shall be used. An electronic OSS charge shall be assessed per service arrangement migrated. This Section shall not govern bulk migration from one service arrangement to another for the same carrier or migration of a collocation space from one carrier to another.**

[BellSouth] No Section

- 3.9.1 [Cbeyond] BellSouth shall only charge Cbeyond a TELRIC-based records change charge for the migration of customers for which no physical re-termination of circuits must be performed. The TELRIC-based records change charge is as set forth in Exhibit A of Attachment 2 of this Agreement. Such migrations shall be completed within ten (10) calendar days of an LSR or spreadsheet submission. The TELRIC-based charge for physical re-termination of circuits (including appropriate record changes (a single charge will apply)) is as set forth in Exhibit A of Attachment 2 of this Agreement. Such physical re-terminations shall be completed within ten (10) calendar days of electronic LSR or spreadsheet submission.**

[BellSouth] No section

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

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

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Cbeyond under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service ordered and provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum. BellSouth will provide proper and sufficient notice to Cbeyond.

1.1.1 For any service(s) BellSouth receives from Cbeyond, Cbeyond shall bill BellSouth in CBOS or SECAB format in accordance with industry standards.

1.1.2 BellSouth will render bills each month on established bill days for each of Cbeyond's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.

1.1.3 **[Cbeyond]** BellSouth will bill Cbeyond in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears. **BellSouth will not backbill (i.e., bill for services rendered more than sixty (60) days past).**

[BellSouth] BellSouth will bill Cbeyond in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears. **BellSouth may back bill in accordance to state law.**

1.1.4 **[Cbeyond]** No Section

[BellSouth] Where BellSouth provides local switching to Cbeyond, if applicable, charges for services will be calculated on an individual End User account level any charge for usage or usage allowances. BellSouth will also bill Cbeyond, and Cbeyond 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 (TRS), and franchise fees, unless otherwise ordered by a Commission.

- 1.1.5 BellSouth will not perform billing and collection services for Cbeyond as a result of the execution of this Agreement.
- 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or set forth in an amendment.
- 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 regulatory agency, Cbeyond will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Cbeyond may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Cbeyond. Notwithstanding the foregoing, this section shall have no impact on Cbeyond, if Cbeyond already has established accounts will BellSouth in a particular state
- 1.3 OCN.
- [Cbeyond]** In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), or a change in OCN, CC, CIC, ACNA or any other LEC identifier (collectively, a “LEC Change”), the changing Party shall submit written notice to the other Party. A Party may make one (1) LEC Change per state in any twelve (12) month period without charge by the other Party for updating its databases, systems, and records solely to reflect such LEC Change. **In the event of any other LEC Change, such charge shall be at the cost-based, TELRIC compliant rate set forth in Exhibit A to this Attachment 7. LEC Changes shall be accomplished in thirty (30) calendar days** and shall result in no delay or suspension of ordering or provisioning of any element or service provided pursuant to this Agreement, or access to any pre-order, order or maintenance interfaces made available by BellSouth pursuant to Attachment 6 of this Agreement. **At the request of a Party, the other Party shall process and implement all system and record changes necessary to effectuate a new**

OCN/CC within thirty (30) calendar days. At the request of a Party, the other Party shall establish a new BAN within ten (10) calendar days.

[BellSouth]

OCN, CC, CIC, ACNA and BAN Changes. If Cbeyond needs transfer collocation (i.e., transfer assets) to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when Cbeyond has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), Cbeyond shall bear all costs incurred by BellSouth to convert Cbeyond to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s).

ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of Cbeyond's End User customer records and will be handled by the BFR/NBR process.

1.4 Payment Responsibility.

Subject to the provisions of Section 2 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its End Users.

1.5 Payment Due.

[Cbeyond] Payment for services provided is due thirty (30) calendar days from receipt or website posting of a complete and fully readable bill or within thirty (30) days from receipt or website posting of a corrected or retransmitted bill in those cases where correction or retransmission is necessary for processing. Payment is considered to have been made when received by the billing Party.

[BellSouth] Payment for services will be **due on or before the next-bill date** (Payment Due Date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

1.6 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 1.8, below, shall apply.

1.7 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Cbeyond will not include those taxes or fees from which Cbeyond is exempt. Cbeyond will be solely responsible for the computation, tracking, reporting

and payment of all taxes and like fees associated with the services provided to the End User of Cbeyond.

1.8 Late Payment.

[Cbeyond] Subject to the provisions of Section 1.9 below, if any portion of the payment is received by the billing Party after the payment due date, as set forth in Section 1.5 above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment charge shall be due to the billing Party. The late payment charge shall be in an amount equal to the amount not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be the three month Commercial Paper Rate applicable on the first business day of each calendar year. In addition to any applicable late payment charges, Cbeyond may be assessed a **\$20** fee for all returned checks.

[BellSouth] Late Payment. Subject to the provisions of Section XXX, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.3 of this Attachment 7, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in **Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Interstate Access Tariff, as appropriate.** In addition to any applicable late payment charges, Cbeyond may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.9 Discontinuing Service. The procedures for discontinuing service are as follows:

- 1.9.1 **[Cbeyond]** Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for **such** service may be refused, that any pending orders for **such** service may not be completed, and/or that access to ordering systems **for such service** may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **such** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date

of the initial notice. **Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations of prohibited, unlawful or improper use, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over allegations of prohibited, unlawful or improper use. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.**

[BellSouth] Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of **all** existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice.

1.9.2 **[Cbeyond]** Each Party reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the payment **due date**, as set forth in section 1.5 above, **the billing Party may** provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts, **as indicated on the notice in dollars and cents**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, **the billing Party** may, at the same time, provide written notice that the billing Party may discontinue the provision of existing services to the other Party if payment of such amounts, as indicated on the notice in dollars and cents, is not received by the thirtieth (30th) calendar day following the date of the initial notice.

[BellSouth Version] BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the **bill date in the month after the original bill date**, BellSouth will provide written notice to Cbeyond that additional applications

for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and **all other amounts not in dispute that become past due before refusal, incompleteness or suspension**, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Cbeyond to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Cbeyond if payment of such amounts, and **all other amounts not in dispute that become past due before discontinuance**, is not received by the thirtieth (30th) calendar day following the date of the initial notice.

- 1.9.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.9.3.1 Discontinuance of service on Cbeyond's account will effect a discontinuance of service to Cbeyond's End Users. BellSouth will reestablish service for Cbeyond upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Cbeyond is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after Cbeyond's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Cbeyond's service will be disconnected.
- 1.9.4 **[Cbeyond]** Notwithstanding the foregoing, the Parties shall comply with all applicable FCC and Commission rules and orders regarding discontinuance, and for termination of service.
- [BellSouth]** No Section
- 1.10 Deposit Policy
- 1.10 **[Cbeyond] Deposit Policy.** BellSouth reserves the right to secure the accounts of **new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date)** with a suitable form of security pursuant to this Section. Cbeyond may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a **company with a credit rating of greater than or equal to 5A1.** **Upon request, Cbeyond shall complete a credit profile and provide in the form attached hereto as Exhibit B.**
- [BellSouth] Deposit Policy.** **With the exception of new or existing customers with a D&B credit rating equal to 5A1,** BellSouth reserves the right to secure the

accounts of **new customers** and **existing customers** with a suitable form of security pursuant to this section 1.10. Cbeyond may satisfy the requirements of this section through the presentation of a payment guarantee with terms acceptable to BellSouth executed **by an existing customer of BellSouth where said guarantor has a credit rating of greater than or equal to 5A1**. Upon request, Cbeyond shall complete the BellSouth credit profile **and provide information to BellSouth regarding credit worthiness**.

1.10.1 **[Cbeyond]** With the exception of new **CLECs** with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new **CLECs** consistent with the terms set forth in subsection 1.10.2. Further, if Cbeyond has filed for bankruptcy protection within twelve (12) months **prior to** the Effective Date of this Agreement, BellSouth may treat Cbeyond, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.10.5.

[BellSouth] With the exception of new **customers** with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new customers consistent with the terms set forth in subsection 1.10.2. Further, if Cbeyond has filed for bankruptcy protection within 12 months **of** the effective date of this Agreement, BellSouth may treat Cbeyond, for purposes of establishing security on its accounts, as a new customer as set forth in subsection 1.10.5.

1.10.2 **[Cbeyond]** The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form **or substantially similar in substantive parts to the BellSouth Form**), Surety Bond (BellSouth Form **or substantially similar in substantive parts to the BellSouth Form**). **The amount of the security shall not exceed two month's estimated billing for new CLECs or one and one-half month's actual billing under the Agreement for existing CLECs (based on average monthly billings for the most recent six (6) month period)**. Interest shall accrue per the appropriate BellSouth tariff on cash deposits. **The amount of the security due from an existing CLEC shall be reduced by amounts due Cbeyond by BellSouth aged over thirty (30) calendar days. BellSouth may request additional security in an amount equal to such reduction once BellSouth demonstrates a good payment history, as defined in Section 1.10.4.1, and subject to the standard set forth in Section 1.10.4.**

[BellSouth] The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form), Surety Bond (BellSouth Form), **or, in BellSouth's sole discretion, some other form of security proposed by Cbeyond. The amount of the security shall not exceed two months' estimated billing and if provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.**

- 1.10.3 **[Cbeyond]** Any such security shall in no way release Cbeyond from its obligation to make complete and timely payments of its bills, **subject to the bill dispute procedures set forth in Section 2.**
- [BellSouth]** Any such security shall in no way release Cbeyond from its obligation to make complete and timely payments of its bill.
- 1.10.4 BellSouth may secure the accounts of existing customers where an existing customer does not meet all of the following factors:
- 1.10.4.1 **[Cbeyond]** Cbeyond must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than 20% of the non-disputed receivable balance **is received over thirty (30) calendar days past the Due Date.**
- [BellSouth]** The existing customer payment history that shall be predicated on net-thirty (30) day terms from the date of the invoice. Cbeyond must have a good payment history, based upon the preceding twelve month period. A good payment history shall mean that less than 5% of the non-disputed receivable balance **is aged over 30 days.**
- 1.10.4.2 **[Cbeyond]** No Section
- [BellSouth]** The existing customer's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four quarters of reported financials excluding any nonrecurring charges or special restructuring charges.
- 1.10.4.3 **[Cbeyond]** No Section
- [BellSouth]** The existing customer has a current bond rating of BBB or above or Cbeyond has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four quarters of reported financials:
- 1.10.4.3.1 **[Cbeyond]** No Section
- [BellSouth]** Free cash flow positive;
- 1.10.4.3.2 **[Cbeyond]** No Section

[BellSouth] Positive tangible net worth; and

1.10.4.3.3 **[Cbeyond]** No Section

[BellSouth] Debt/tangible net worth rating of 2.5 or better.

1.10.5 **[Cbeyond]** No Section

[BellSouth] If Cbeyond files for bankruptcy protection during the term of this Agreement, Cbeyond acknowledges that BellSouth is entitled to adequate assurance of payment in the form of a deposit of two months' estimated billing or other means of security during the pendency of the bankruptcy proceeding. Upon confirmation of the reorganization plan and the emergence of Cbeyond from bankruptcy, Cbeyond shall be treated as a new customer for a period of one year in regard to BellSouth right to secure the accounts of Cbeyond if BellSouth's agreements were cured 100% and BellSouth incurred no repetition loss on account of the bankruptcy of Cbeyond.

1.10.6 **[Cbeyond]** No Section

[BellSouth] Upon notice of default of a bank (or other loan provider's) debt covenant and upon Cbeyond's failure to either cure or obtain a waiver from such default within seven (7) calendar days of notice, BellSouth may utilize the remedies set forth in subsection 1.10.7 unless Cbeyond can demonstrate to the satisfaction of BellSouth that Cbeyond has ample liquidity to fund said debt should the debt payment obligation become accelerated.

1.10.7 **[Cbeyond]** No Section

[BellSouth] If, at any time during the term of this Agreement, Cbeyond fails to comply with the requirements of this Section 1.10.7, BellSouth shall provide notice to Cbeyond of its intent to implement this subsection and shall provide Cbeyond five (5) business days from the date of the notice for Cbeyond to inform BellSouth whether it shall comply with subsection 1.10.7.1 or subsection 1.10.7.2.

1.10.7.1 **[Cbeyond]** No Section

[BellSouth] Cbeyond to secure accounts with a two (2) months deposit of average billing for services billed. Said deposit shall be paid to BellSouth within thirty (30) days from the date of BellSouth notice pursuant to subsection 1.10.7.

1.10.7.2 **[Cbeyond]** **The parties will work together to determine the need for or amount of a reasonable deposit. If the parties are unable to agree, either Party may file a petition for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute.**

[BellSouth] If Cbeyond fails to comply with the requirements of this Section 1.10.7, BellSouth will provide Cbeyond with two (2) business day's notice of default of this subsection 10.7. If Cbeyond fails to cure said default within the two (2) business day notice period, BellSouth shall have the right to begin termination of services provided under this Agreement without regard to any other provision contained within this Agreement but in compliance with PSC requirements.

1.10.8 **[Cbeyond]** BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.10 or within thirty (30) calendar days of Cbeyond establishing that it satisfies the standards set forth in Section 1.10.4. Cbeyond may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. Cbeyond shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available. At any such time as the provision of services to Cbeyond is terminated pursuant to Section 1.9, the amount of the deposit will be credited against Cbeyond's account(s) and any credit balance that may remain will be refunded immediately.

[BellSouth] Cbeyond may request the return of its deposit, 12 months after posting such deposit, if it can demonstrate a good payment history with BellSouth, as defined below, and if it demonstrates that it meets each of the liquidity measures set forth in Section 1.10.4.1, 1.10.4.2, 1.10.4.3, 1.10.4.3.1-1.10.4.3.3.

1.11 **[Cbeyond]** Notices. All bills and notices regarding billing matters, including notices relating to security deposits, **suspension or termination of services**, and rejection of additional orders from Cbeyond, shall be forwarded to **the billing contacts and/or addresses designated by each Party** in establishment of its billing account(s).

[BellSouth] Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, **disconnection of services for nonpayment of charges**, and rejection of additional orders from Cbeyond, shall be forwarded to **the individual and/or address provided by Cbeyond** in establishment of its billing account(s) with BellSouth, or to **the individual and/or address subsequently provided by Cbeyond as the contact for billing information.** All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Cbeyond to BellSouth's billing organization, the notice of discontinuance of services purchased by Cbeyond under this Agreement provided for in Section 1.9.1 of this Attachment

shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.11.1 **[Cbeyond]** Notices sent pursuant to this Attachment 7 also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

[BellSouth] No section

1.12 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request (BAR) form attached hereto as Exhibit B.

2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.

2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

- 2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which Cbeyond agrees to travel at its expense.
- 2.1.5 **[Cbeyond]** In the event of a billing dispute, the Parties will use commercially reasonable efforts to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at <http://interconnection.bellsouth.com/forms/html/billing&collections.html> to assist in this effort. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute **may** be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- [BellSouth]** In the event of a billing dispute, the Parties will use commercially reasonable efforts to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at <http://interconnection.bellsouth.com/forms/html/billing&collections.html> to assist in this effort. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute **will** be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- 2.1.5 Notwithstanding the foregoing, new billing disputes may not be filed pertaining to a bill when a period of two (2) years from the bill issue date has elapsed.
- 2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored.
- 2.3 **[Cbeyond]** The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the

initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will **make payment** of any of the disputed amount owed to the billing Party **within thirty (30) calendar days**. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party **within thirty (30) calendar days**.

[BellSouth] The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will **make payment** of any of the disputed amount owed to the billing Party **immediately**. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party **immediately**.

- 2.4 **[Cbeyond]** If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge-where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.8. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute. In no event shall late payment charges be assessed on amounts that are withheld and disputed. If the dispute is resolved in favor of the billing party, then the billing party may assess interest on the amount withheld, however, **the interest assessed is capped at sixty (60) days from the bill date**. In no event shall interest be assessed by either party on any previously assessed late payment charge.

[BellSouth] If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge-where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.8. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

- 3.1 BellSouth shall cooperate with and provide all information reasonably requested by Cbeyond to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Cbeyond by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide Cbeyond with thirty (30) days' advanced notice of such revisions.
- 4.2 Cbeyond shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Charges or credits, as applicable, will be applied by BellSouth to Cbeyond on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Cbeyond must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Cbeyond must request that BellSouth establish a unique hosted RAO code for Cbeyond. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 4.5 BellSouth will receive messages from Cbeyond that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Cbeyond shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Cbeyond.
- 4.7 All data received from Cbeyond that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 4.8 All data received from Cbeyond that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Cbeyond and will forward them to Cbeyond on a daily basis for processing.

- 4.10 Transmission of message data between BellSouth and Cbeyond will be via CONNECT: Direct or Secure File Transfer Protocol (FTP).
- 4.11 Data circuits (private line or dial-up) will be required between BellSouth and Cbeyond for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Cbeyond will be responsible for ordering the circuit and coordinating the installation with BellSouth. Cbeyond is 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 data 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 Cbeyond. Additionally, all message toll charges associated with the use of the dial circuit by Cbeyond will be the responsibility of Cbeyond. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. OK All equipment, including modems and software, that is required on the Cbeyond end for the purpose of data transmission will be the responsibility of Cbeyond.
- 4.12 If Cbeyond utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Cbeyond.
- 4.13 All messages and related data exchanged between BellSouth and Cbeyond will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 4.14 Cbeyond will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 4.15 Should it become necessary for Cbeyond to send data to BellSouth more than sixty (60) days past the message date(s), Cbeyond will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Cbeyond, where necessary, to notify all affected LECs.
- 4.16 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. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 4.17 Should an error be detected by the EMI format edits performed by BellSouth on data received from Cbeyond, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify Cbeyond of the error. Cbeyond 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, Cbeyond will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.18 In association with message distribution service, BellSouth will provide Cbeyond with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.19 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.
- 4.20 Intercompany Settlements Messages
- 4.21 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Cbeyond as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Cbeyond and the involved company(ies), unless that company is participating in NICS.
- 4.22 Both traffic that originates outside the BellSouth region by Cbeyond and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Cbeyond, is covered by CATS. Also covered is traffic that either is originated by or billed by Cbeyond, involves a company other than Cbeyond, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.23 Once Cbeyond is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 4.24 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Cbeyond. BellSouth will distribute copies of these reports to Cbeyond on a monthly basis.
- 4.25 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Cbeyond. BellSouth will distribute copies of these reports to Cbeyond on a monthly basis.
- 4.26 BellSouth will collect the revenue earned by Cbeyond from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Cbeyond. BellSouth will remit the revenue billed by Cbeyond to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Cbeyond. These two amounts will be netted together by

BellSouth and the resulting charge or credit issued to Cbeyond via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.27 BellSouth will collect the revenue earned by Cbeyond within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Cbeyond. BellSouth will remit the revenue billed by Cbeyond within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Cbeyond via a monthly CABS miscellaneous bill.

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

5. OPTIONAL DAILY USAGE FILE (ODUF)

5.1 The Parties will negotiate terms and conditions for the Optional Daily Usage File (ODUF) service upon request by Cbeyond.

6. ACCESS DAILY USAGE FILE (ADUF)

6.1 The Parties will negotiate terms and conditions for the Access Daily Usage File (ADUF) service upon request by Cbeyond.

7. ENHANCED OPERATIONAL DAILY USAGE FILE (EODUF)

7.1. The Parties will negotiate terms and conditions for the Enhanced Optional Daily Usage File (EODUF) service upon request by Cbeyond.

| ODUF/ADUF/CMDS - Florida | | | | | | | | | | Attachment: 7 | | Exhibit: A | | | |
|---|--|---------|------|-----|------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN |
| CMDS | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) | | | | | | | | | | | | | | |
| | CMDS: Message Processing, per message | | | | | 0.004 | | | | | | | | | |
| | CMDS: Data Transmission (CONNECT:DIRECT), per message | | | | | 0.001 | | | | | | | | | |
| Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party | | | | | | | | | | | | | | | |

Attachment 8

Rights of Way (ROW), Conduits and Pole Attachment

RIGHTS OF WAY (ROW), 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 of the Act, the FCC's rules and regulations, and the terms and conditions of a License Agreement subsequently negotiated with the BellSouth Competitive Structures Provisioning Center.

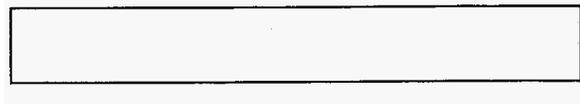
Attachment 9
Performance Measurements

PERFORMANCE MEASUREMENTS

Upon the Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been Ordered can currently be accessed via the internet at <https://pmap.bellsouth.com>. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

Attachment 10

BellSouth Disaster Recovery Plan



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1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the 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. The telephone number for Cbeyond's Local Switch Control Center is (866) 424-5100.

3.0 IDENTIFYING THE PROBLEM

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

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

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or 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) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or 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.);

g) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or 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;
- f) Begin restoring service, on a parity basis, to other End Users served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues, and may use traffic figures averaged over the most recent three (3) month period as a proxy, taking into account known or expected deviations during the recovery period.

7.0 ACRONYMS

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

8.0 HURRICANE INFORMATION

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up 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>.

9.0 BST DISASTER MANAGEMENT PLAN

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



Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that Cbeyond is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). Cbeyond also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 **BONA FIDE REQUEST**

2.1 A Bona Fide Request (BFR) is to be used when Cbeyond makes a request of BellSouth to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Cbeyond 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 Cbeyond's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Cbeyond's designated BellSouth sales contact.

2.3 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 Cbeyond at any time during the processing of the BFR.

2.4 **[Cbeyond]** No section.

[BellSouth] If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify Cbeyond within ten (10) business days of BellSouth's receipt of BFR that

a fee will be required prior to the evaluation of the BFR. **Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that required the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific**

2.4.1 [Cbeyond] No Section

[BellSouth] BellSouth shall provide a general breakdown of such fee to Cbeyond. Cbeyond shall submit such fee within thirty (30) business days of BellSouth's notice. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to Cbeyond by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act and the criteria used in making such a determination.

2.4.2 [Cbeyond] Within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to Cbeyond by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

[BellSouth] If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to Cbeyond by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The

preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

- 2.6 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 Cbeyond'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 Cbeyond'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 Cbeyond's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

- 2.7 Cbeyond may cancel a BFR at any time. If Cbeyond cancels the request more than ten (10) business days after submitting the BFR request, Cbeyond shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.
- 2.8 Cbeyond will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If Cbeyond fails to respond within this 30-day period, the BFR will be deemed cancelled.
- 2.8.1 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of Cbeyond's acceptance of the preliminary analysis.
- 2.8.2 Cbeyond shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 2.9 Unless Cbeyond agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.
- 2.10 If Cbeyond believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 2.11 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 **NEW BUSINESS REQUEST**

- 3.1 A New Business Request (NBR) is to be used by Cbeyond 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 or required by the Act (Requested New Services).

- 3.2 An NBR shall be submitted in writing by Cbeyond 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 Cbeyond's designated BellSouth Sales contact.
- 3.3 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 Cbeyond that a fee will be required prior to evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that required the allocation and engagement of additional resources above the existing allocated resources used on NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. Cbeyond shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested New Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested New Services or confirm that BellSouth will not offer the Requested New Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will use reasonable efforts to respond to Cbeyond within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested New Services or confirm that BellSouth will not offer the Requested New Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not

technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

- 3.4 Cbeyond may cancel an NBR at any time. If Cbeyond cancels the request more than ten (10) business days after submitting it, Cbeyond 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 3.3 above.
- 3.5 Cbeyond will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If Cbeyond fails to respond within this 30-day period, the NBR will be deemed cancelled.
- 3.6 If Cbeyond accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of Cbeyond's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.
- 3.7 Cbeyond 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.
- 3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.