

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$126.26	\$127.23	NA
AIN (Rate 2)										
AIN - Per message										
AIN - BellSouth AIN SMS Access Service										
Service Establishment Charge, per state, initial set-up	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$66.94	\$67.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - SDN Access	CAMTP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$66.94	\$67.29	NA
NRC - Disconnect	CAMTP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, Initial or replacement	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$46.77	NA	NA	NA
Storage, per unit (100Kb)	NA	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
Session per minute	NA	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.09765604	\$0.0791	\$0.0942966	NA
C0, Performed Session, per minute	NA	NA	NA	NA	NA	\$1.97	\$2.09	\$2.08	\$2.07	NA
AIN - BellSouth AIN Toolkit Services										
AIN - Service Creation Tools										
Service Establishment Charge, per state, initial set-up	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
Training Session, per customer	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
NRC - Disconnect	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$9,315.00	\$8,379.00	\$8,363.00	\$8,333.00	NA
Trigger Access Charge, per trigger, per DN, Term, Attempt	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
NRC - Disconnect	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
NRC - Disconnect	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
NRC - Disconnect	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
Trigger Access Charge, per trigger, per DN, CDP	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
NRC - Disconnect	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
Trigger Access Charge, per trigger, per DN, Feature Code	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
NRC - Disconnect	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
Query Charge, per query	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA	\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA
Monthly Report - per AIN Toolkit Service Subscription										
NRC	BAPIA	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
	BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
	BAPIHS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TH
NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810636	\$0.08	\$0.0872769	NA
NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.84	\$15.84	NA
NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.81	\$44.02	\$71.80	\$12.15	NA
NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non Database Owner), Per Query	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
Per Line or PBX Trunk, each		NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
NRC	USHCR	NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch										
NRC	USHCR	\$230.80	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$228.65
NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$26.52	NA	\$27.84	NA
2-wire Cross-Connect										
NRC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.28	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
NRC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7982	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
NRC	GNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	GNC2F	\$56.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	GNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	GNC2F	\$18.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	GNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
NRC	GNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	GNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Add'l	GNC4F	\$30.43	NA	\$38.78	\$38.78	\$39.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	GNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Add'l	GNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects										
NRC	NA	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - 1st	NA	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA

BELLSOUTH/US South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DAT/BASES

Attachment 2
Exhibit C
Rates - Page 69

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DSS Cross-Connects										
RC		NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
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.										
Interim rates subject to true-up:										
1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)									
2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.									
3	This charge is only applicable where signaling usage measurement or billing capability does not exist.									
4	Prices for AIN to be determined upon development of mediation device. (TN)									
5	Prices for Line Class Codes for Selective Forwarding shall be determined by the TFA. (TN)									

Attachment 3
Network Interconnection

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The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. **Network Interconnection**

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where U.S. South owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and U.S. South. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local 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 that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, the location of the Interconnection Point shall be established by mutual agreement of the Parties. In selecting the Interconnection Point, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual Interconnection Point, each Party will designate the Interconnection Point for its originated traffic. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for

Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

- 1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.
- 1.2.4 For the purposes of this Attachment, **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 Interconnection Point.
- 1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.
- 1.3 **Fiber Meet**
- 1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).
- 1.3.2 If U.S. South elects to interconnect with BellSouth pursuant to a Fiber Meet, U.S. South and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, U.S. South's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire

Center (BIWC). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

- 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.
- 1.3.4 U.S. South shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the U.S. South Interconnection Wire Center ("U.S. South Wire Center").
- 1.3.5 BellSouth shall designate an Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable U.S. South to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to U.S. South, Interconnection Point to BellSouth).
- 1.3.6 U.S. South shall deliver and maintain such strands wholly at its own expense. Upon verbal request by U.S. South, BellSouth shall allow U.S. South access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. **Interconnection Trunk Group Architectures**
- 2.1 BellSouth and U.S. South shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment 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 Local Exchange Routing Guide (LERG).
- 2.2 U.S. South shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of U.S. South's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent U.S. South desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one U.S. South has established interconnection trunk groups to, U.S. South shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.
- 2.2.1 Notwithstanding the forgoing, U.S. South shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where U.S. South has homed (i.e. assigned) its NPA/NXXs. U.S. South 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 association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). U.S. South shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on U.S. South's NXX Access Tandem homing arrangement as specified by U.S. South in the LERG.
- 2.4 Any U.S. South interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to U.S. South from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require U.S. South to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process set forth in General Terms and Conditions.
- 2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and U.S. South are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim

tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.

- 2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. U.S. South shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.8 In cases where U.S. South 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).
- 2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and U.S. South's equivalent trunking group.
- 2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**
- 2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. U.S. South shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or 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 and/or intraLATA toll traffic to the other Party.

2.10.2 BellSouth Access Tandem Interconnection Architectures

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 Basic Architecture

2.10.2.1.1 In this architecture, U.S. South's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between U.S. South and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem 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 and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to U.S. South. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 One-Way Trunk Group Architecture

2.10.2.2.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries U.S. South-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for U.S. South end-users. A third two-way trunk group is established for U.S. South's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.10.2.3 Two-Way Trunk Group Architecture

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between U.S. South and BellSouth. In

addition, a two-way transit trunk group must be established for U.S. South's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 **Supergroup Architecture**

2.10.2.4.1 In the Supergroup Architecture, the Parties' Local and IntraLATA Toll and U.S. South's Transit Traffic are exchanged on a single two-way trunk group between U.S. South and BellSouth. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 **BellSouth Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of U.S. South-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, U.S. South must still establish an interconnection trunk group(s) at all BellSouth access tandems where U.S. South NXXs are "homed". If U.S. South does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, U.S. South can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where U.S. South does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to

and by IXCs based on U.S. South's NXX Access Tandem homing arrangement as specified by U.S. South in the LERG.

- 2.10.3.3 For U.S. South-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of U.S. South's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 2.10.3.5 To the extent U.S. South does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, U.S. South must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent U.S. South does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent U.S. South routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, U.S. South agrees to pay BellSouth the associated transport and termination charges.
- 2.10.4 **Local Tandem Interconnection**
- 2.10.4.1 Local Tandem Interconnection arrangement allows U.S. South to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of U.S. South-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 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.
- 2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, U.S. South must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, U.S. South 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. U.S. South may deliver Local 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 U.S. South does not choose to establish an interconnection trunk group(s). It is U.S. South'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 U.S. South's codes. Likewise, U.S. South shall obtain its routing information from the LERG.

- 2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, U.S. South must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which U.S. South 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).
- 2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that U.S. South has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 2.10.5 **Direct End Office-to-End Office Interconnection**
- 2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.
- 2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:
- 2.10.5.2.1 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 U.S. South and BellSouth's subscribers.
- 2.10.5.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a U.S. South switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a U.S. South switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between U.S. South's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 2.10.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.
- 2.10.6 **Transit Traffic Trunk Group**
- 2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by U.S. South to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 2.10.6.2 **Toll Free Traffic**
- 2.10.6.2.1 If U.S. South chooses BellSouth to handle Toll Free database queries from its switches, all U.S. South originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which U.S. South requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.10.6.2.3 U.S. South may handle its own Toll Free database queries from its switch. If so, U.S. South will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, U.S. South will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, U.S. South will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, U.S. South is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, U.S. South will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth’s access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which U.S. South performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format

for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. Network Design And Management For Interconnection

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 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. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full

interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 3.6 **Signaling Call Information.** BellSouth and U.S. South will send and receive 10 digits for Local Traffic. Additionally, BellSouth and U.S. South will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.7 **Forecasting for Trunk Provisioning**
- 3.7.1 Within six (6) months after execution of this agreement, U.S. South shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of U.S. South's forecast, the Parties shall schedule and participate in 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.
- 3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, U.S. South-to-BellSouth one-way trunks ("U.S. South Trunks"), BellSouth-to-U.S. South one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering U.S. South's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.
- 3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for U.S. South 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).
- 3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

- 3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 3.7.4 Once initial interconnection trunk forecasts have been developed, U.S. South shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. U.S. South shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of U.S. South's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.
- 3.8 **Trunk Utilization**
- 3.8.1 BellSouth and U.S. South shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to U.S. South, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and U.S. South shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request U.S. South to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. U.S. South shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.
- 3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, U.S. South may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice U.S. South for, and U.S. South shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent U.S. South requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, U.S. South shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to U.S. South for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the U.S. South forecasts for each

subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

- 3.8.2 To the extent U.S. South requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by U.S. South until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.
- 3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

- 4.1 BellSouth and U.S. South shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and U.S. South shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

- 5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.
- 5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- 5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.
- 5.1.3 For the purposes of this Attachment, **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 the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.5 For the purposes of this Attachment, **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.
- 5.1.6 If U.S. South utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from U.S. South for transport and termination of BellSouth originated traffic, BellSouth will pay U.S. South no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where U.S. South receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the U.S. South terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate U.S. South at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by U.S. South as defined in this Attachment.
- 5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.

- 5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to U.S. South, BellSouth shall pay to U.S. South reciprocal compensation for Local Traffic delivered to U.S. South end users physically located within the LATA in which the call originated and within which the U.S. South end user's NPA/NXX is assigned. If U.S. South assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to U.S. South end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a U.S. South customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to U.S. South shall be due therefor. Further, U.S. South agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to U.S. South at BellSouth's switched access tariff rates.
- 5.1.9 If U.S. South does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole U.S. South NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if U.S. South can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month,

respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to U.S. South. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and U.S. South shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished 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 PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage 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 PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

- 5.6.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices 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 agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.
- 5.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and U.S. South specifically or upon all carriers generally, such as a generic cost proceeding.
- 5.7 **Compensation for IntraLATA Toll Traffic**
- 5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.
- 5.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company’s network, the originating Party will pay the terminating Party BellSouth’s current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth’s Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If U.S. South is the BellSouth end user’s presubscribed interexchange carrier or if the BellSouth end user uses U.S. South as an interexchange carrier on a 101XXXX basis, BellSouth will charge U.S. South the appropriate BellSouth tariff charges for originating switched access services.
- 5.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

- 5.7.4 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.
- 5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to U.S. South requires interconnection from U.S. South to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. U.S. South shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that U.S. South desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 5.8 **Mutual Provision of Switched Access Service**
- 5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.
- 5.8.2 When U.S. South's end office switch, subtending the BellSouth 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 BellSouth facilities, or via BellSouth'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. Each party 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. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when 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.

- 5.8.3 In the event that either Party fails to provide the appropriate MECAB switched access 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 unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.
- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 Each Party 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.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.8.9 U.S. South agrees not to deliver switched access traffic to BellSouth for termination except over U.S. South ordered switched access trunks and facilities.
- 5.9 **Transit Traffic Service**
- 5.9.1 BellSouth shall provide tandem switching and transport services for U.S. South's Transit Traffic. Transit traffic is traffic originating on U.S. South's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to U.S. South's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access

Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that U.S. South's end office is subtending the BellSouth Access Tandem for switched access traffic to and from U.S. South's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between U.S. South and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between U.S. South and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic 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 unbillable revenues and a negotiated settlement will be agreed upon between the Parties
- 5.9.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that U.S. South is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to U.S. South. U.S. South agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of U.S. South. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 5.10 **Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).**
- 5.10.1 ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and U.S. South's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which U.S. South is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between U.S. South and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and U.S. South have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, U.S. South may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree

to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies U.S. South that it has found that this method does not adequately represent the PLCU.

- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. U.S. South will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of U.S. South's PLCU.
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring charges for the NNI port. U.S. South will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by U.S. South's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the U.S. South and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
- 6.9.1 If U.S. South orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the U.S. South Frame Relay switch, BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and U.S. South Frame Relay switches. If the VC is a Local VC, U.S. South will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to U.S. South for the PVC segment.
- 6.9.2 If BellSouth orders a Local VC connection between a U.S. South subscriber's PVC segment and a PVC segment from the U.S. South Frame Relay switch to the

BellSouth Frame Relay switch, BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and U.S. South Frame Relay switches. If the VC is a Local VC, U.S. South will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to U.S. South for the PVC segment.

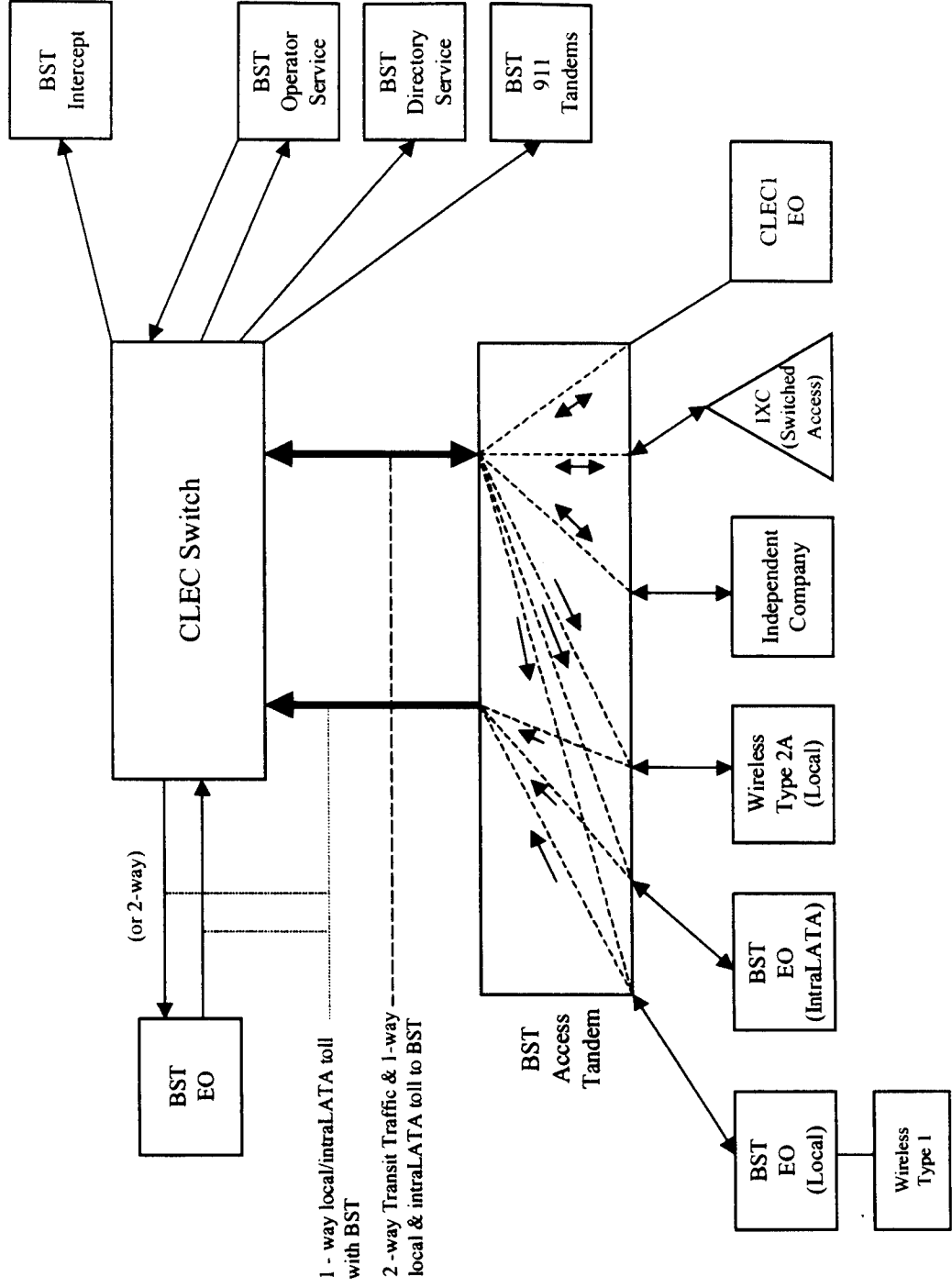
- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.9.4 If U.S. South requests a change, BellSouth will invoice and U.S. South will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, U.S. South will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.10 U.S. South will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

7. Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Attachment 2.

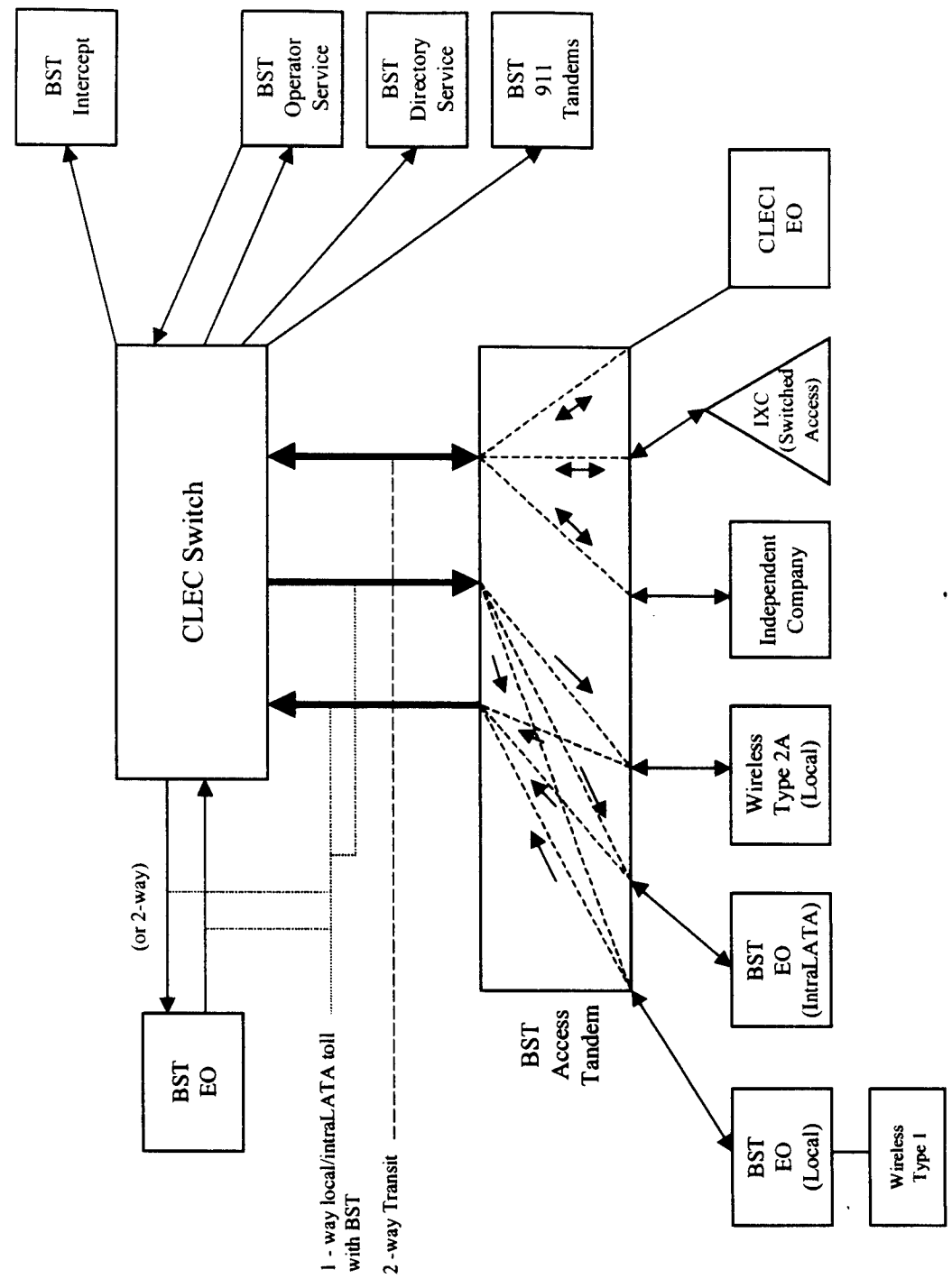
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

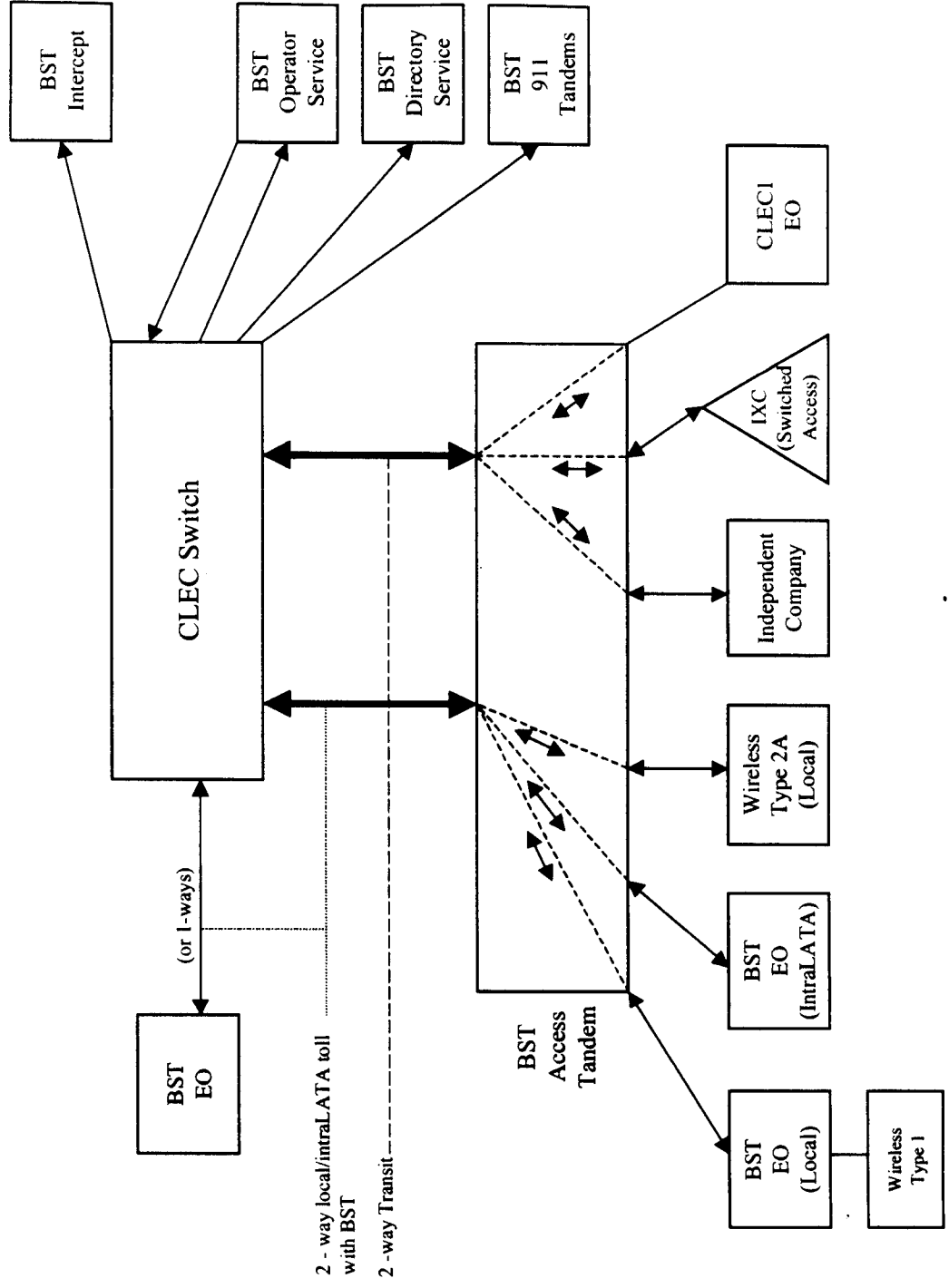
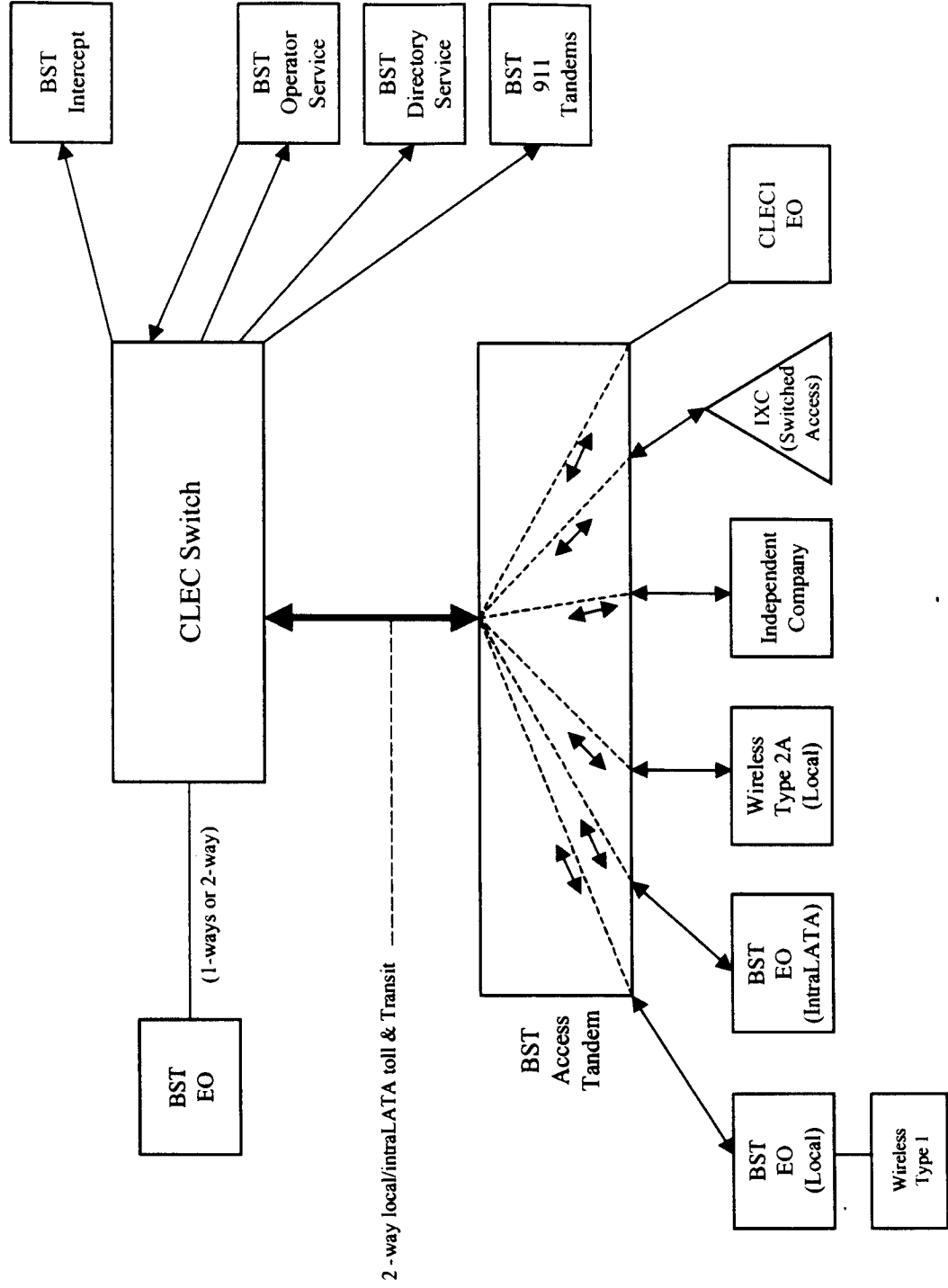


Exhibit E

Supergroup Architecture



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BELLSOUTH'S South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE										TN
		AL	FL	GA	KY	LA	MS	NC	SC	TN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	\$0.00210	\$0.0023771	\$0.0015	\$0.0019295	NA	\$0.0019	
Direct Local Interconnection, per mou (same as End Office Switching in FL)	N/A	\$0.002	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0006	\$0.0006843	NA	\$0.000676	
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	\$0.00325	NA	NA	NA	NA	NA	NA	NA	NA	
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA	NA	
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA	NA	
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA	NA	
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)												
TRUNK CHARGE												
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.												
Installation Trunk Side Service - per DSO	TPP++	\$333.69	\$336.43	\$333.28	\$334.09	\$334.94	\$334.11	\$333.54	\$335.14		\$334.29	
NRC - 1st	TPP++	\$56.91	\$57.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16		\$57.01	
NRC - Add'l												
INTEROFFICE TRANSPORT												
Common (Shared) Transport												
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121		\$0.00004	
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0006	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672		\$0.00036	
Interoffice Channel Transport - Dedicated - VG												
Interoffice Transport - Dedicated - 2-wire VG	1L5XF	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373		\$0.0173	
2-Wire VG - per mile per month	1L5XF	\$18.49	\$26.52	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42		\$18.33	
2-Wire VG - Facility Termination per month	1L5XF	\$107.11	\$81.09	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44		\$55.39	
NRC - 2-wire VG - Facility Termination - 1st	1L5XF	\$48.27	\$44.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37		\$17.37	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5XF	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA		\$27.96	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	1L5XF	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA		\$3.51	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA		\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA		NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50		\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA		NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63		NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63		NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA		NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA		NA	
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi												
2-Wire VG - per mile per month	1L5NF	NA	NA	NA	\$0.0301	NA	NA	NA	NA		NA	
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	\$27.66	NA	NA	NA	NA		NA	
NRC - 2-wire VG - Facility Termination - 1st	1L5NF	NA	NA	NA	\$142.31	NA	NA	NA	NA		NA	
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	NA	NA	NA		NA	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5NF	NA	NA	NA	NA	NA	NA	NA	NA		NA	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	1L5NF	NA	NA	NA	NA	NA	NA	NA	NA		NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA		NA	

BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE													TN		
		AL	FL	GA	KY	LA	MS	NC	SC								
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DSO - 56/64 KBPS																	
DSO - per mile per month	1L5XK	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	NA	\$0.0373	NA	\$0.0282	NA	\$0.0373	NA	\$0.0282	\$0.1730
DSO - Facility Termination per month	1L5XK	\$17.81	\$19.31	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$20.71	NA	\$17.40	NA	\$20.71	NA	\$17.40	\$17.74
NRC - DSO - Facility Termination - 1st	1L5XK	\$107.11	\$81.11	\$79.61	NA	\$76.20	NA	\$137.48	NA	\$136.44	NA	\$137.48	NA	\$136.44	NA	\$137.48	\$55.39
NRC - DSO - Facility Termination - Add'l	1L5XK	\$48.27	\$64.83	\$36.08	NA	\$34.54	NA	\$52.58	NA	\$51.37	NA	\$52.58	NA	\$51.37	NA	\$52.58	\$17.37
NRC - DSO - Facility Termination - Disconnect Charge - 1st	1L5XK	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$27.96
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	1L5XK	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	NA	\$39.63	NA	\$38.07	NA	\$39.63	NA	\$38.07	NA
NRC - DSO - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	NA	\$39.63	NA	\$38.07	NA	\$39.63	NA	\$38.07	NA
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DSO - 56/64 KBPS - Kentucky & Mississippi																	
DSO - per mile per month	1L5NK	NA	NA	NA	\$0.0301	NA	NA	NA	\$0.0323	NA	NA	NA	NA	NA	NA	NA	NA
DSO - Facility Termination per month	1L5NK	NA	NA	NA	\$26.96	NA	NA	NA	\$20.64	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Facility Termination - 1st	1L5NK	NA	NA	NA	\$142.31	NA	NA	NA	\$106.72	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Facility Termination - Add'l	1L5NK	NA	NA	NA	\$56.21	NA	NA	NA	\$48.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	NA	NA	NA
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1																	
DS1 - per mile per month	1L5XL	\$0.6920	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	NA	\$0.7598	NA	\$0.5753	NA	\$0.7598	NA	\$0.5753	\$0.3525
DS1 - Facility Termination per month	1L5XL	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA	\$94.98	NA	\$71.29	NA	\$94.98	NA	\$71.29	\$75.83
NRC - DS1 - Facility Termination - 1st	1L5XL	\$198.15	\$45.91	\$147.07	NA	\$140.49	NA	\$217.17	NA	\$216.27	NA	\$217.17	NA	\$216.27	NA	\$217.17	\$145.98
NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$44.18	\$111.75	NA	\$106.69	NA	\$163.75	NA	\$162.70	NA	\$163.75	NA	\$162.70	NA	\$163.75	\$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	\$25.44	\$30.30	NA	NA	\$20.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.55
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5XL	\$20.42	\$28.76	NA	NA	\$16.34	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99

BELLSOUTH/M.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE											TN		
		AL	FL	GA	KV	LA	MS	NC	SC	TN					
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA	NA	\$3.50	NA	NA	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	NA	NA	NA	\$38.07	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	NA	NA	NA	\$38.07	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi															
DS1 - per mile per month	1L5NL	NA	NA	NA	\$0.4500	NA	NA	\$0.6598	NA	NA	NA	NA	NA	NA	NA
DS1 - Facility Termination per month	1L5NL	NA	NA	NA	\$55.05	NA	NA	\$74.40	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	NA	\$196.28	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	NA	\$147.31	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3															
DS3 - per mile per month	1L5XM	\$4.98	\$4.17	\$2.72	NA	\$14.04	NA	\$12.96	NA	NA	NA	\$8.13	NA	NA	\$5.89
DS3 - Facility Termination per month	1L5XM	\$898.15	\$1,121.93	\$788.00	NA	\$1,101	NA	\$720.38	NA	NA	NA	\$967.70	NA	NA	\$760.20
NRC - DS3 - Facility Termination - 1st	1L5XM	\$511.77	\$57.69	\$511.10	NA	\$611.41	NA	\$794.94	NA	NA	NA	\$606.72	NA	NA	\$625.91
NRC - DS3 - Facility Termination - Add'l	1L5XM	\$330.92	\$325.61	\$330.77	NA	\$304.90	NA	\$579.55	NA	NA	NA	\$423.45	NA	NA	\$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	\$121.72	\$111.56	\$122.31	NA	\$102.16	NA	NA	NA	NA	NA	NA	NA	NA	\$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	\$118.54	\$108.34	\$119.14	NA	\$99.46	NA	NA	NA	NA	NA	NA	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA	NA	\$3.50	NA	NA	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	NA	NA	NA	\$54.26	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	NA	NA	NA	\$54.26	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi															
DS3 - per mile per month	1L5NM	NA	NA	NA	NA	NA	NA	\$15.02	NA	NA	NA	NA	NA	NA	NA
DS3 - Facility Termination per month	1L5NM	NA	NA	NA	NA	NA	NA	\$744.38	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - 1st	1L5NM	NA	NA	NA	NA	NA	NA	\$686.74	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	NA	NA	NA	\$477.76	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	NA	\$125.56	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	NA	\$118.79	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE										TN		
		AL	FL	GA	KY	LA	MS	NC	SC	TN				
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	\$93.12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	\$93.12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Channel - Dedicated														
Local Channel - Dedicated - 2-Wire VG														
Monthly Recurring per month	TEFV2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02	\$19.02	\$19.02	\$19.02	\$19.02
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	\$494.65	\$386.34	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33	\$199.33	\$199.33	\$199.33	\$199.33
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	\$94.44	\$66.36	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16	\$24.16	\$24.16	\$24.16	\$24.16
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	\$77.81	\$67.91	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$54.81	\$54.81	\$54.81	\$54.81	\$54.81
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	\$7.63	\$5.92	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA	NA	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG														
Monthly Recurring per month	TEFV4	\$15.77	\$30.50	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14	\$20.14	\$20.14	\$20.14	\$20.14
NRC - 4-Wire VG - 1st	TEFV4	\$502.43	\$387.21	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53	\$201.53	\$201.53	\$201.53	\$201.53
NRC - 4-Wire VG - Add'l	TEFV4	\$86.68	\$67.22	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83	\$24.83	\$24.83	\$24.83	\$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	\$78.71	\$68.78	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52	\$55.52	\$55.52	\$55.52	\$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	\$8.53	\$6.79	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51	\$5.51	\$5.51	\$5.51	\$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	NA	NA	NA	NA
Local Channel - Dedicated - DS1														
DS1 Monthly Recurring per month	TEFHG	\$35.52	\$43.53	\$36.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27	\$40.27	\$40.27	\$40.27	\$40.27
NRC - DS1 - 1st	TEFHG	\$503.57	\$242.45	\$356.15	\$536.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35	\$277.35	\$277.35	\$277.35	\$277.35
NRC - DS1 - Add'l	TEFHG	\$442.84	\$226.44	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26	\$233.26	\$233.26	\$233.26	\$233.26
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$46.28	\$41.13	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18	\$33.18	\$33.18	\$33.18	\$33.18
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$32.18	\$28.28	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30	\$22.30	\$22.30	\$22.30	\$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA	NA	NA	NA	NA

BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE													TN
		AL	FL	GA	KY	LA	MS	NC	SC						
Local Channel - Dedicated - DS3															
DS3 - Facility Termination per month	TEFHJ	\$541.78	\$570.06	\$550.01	\$697.89	\$696.07	\$533.33	\$498.87	\$498.58	\$633.15					
NRC - DS3 - Facility Termination - 1st	TEFHJ	\$640.54	\$903.37	\$639.50	\$1,091.00	\$594.71	\$526.67	\$735.42	\$726.16						
NRC - DS3 - Facility Termination - Add'l	TEFHJ	\$426.28	\$528.05	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31						
NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	\$121.72	\$221.46	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36					
NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	\$118.54	\$154.90	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59					
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99					
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.94	NA	NA	NA	NA	NA	NA	NA					
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50					
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA					
NRC - DS3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA					
NRC - DS3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA					
NRC - DS3 - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA					
NRC - DS3 - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA					
CHANNELIZATION															
DS3 Channelization (DS3 to DS1)	SATCS	\$188.51	\$220.97	\$188.78	NA	\$182.64	NA	\$243.76	\$234.30	\$185.94					
per Channelized System (28 DS1) per month	SATCS	\$71.76	\$356.40	\$72.50	NA	\$60.96	NA	\$77.90	NA	\$61.09					
NRC - 1st	SATCS	\$52.03	\$188.00	\$59.96	NA	\$50.46	NA	\$63.32	NA	\$50.31					
NRC - Add'l	SATCS	\$17.22	\$61.64	\$11.02	NA	\$7.55	NA	\$4.61	\$11.99	\$3.91					
NRC - 1st - Disconnect	SATCS	\$12.05	\$58.98	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61					
NRC - Add'l - Disconnect	SATCO	\$8.69	\$14.40	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03					
per Interface per month (COCI)	SATCO	NA	\$13.16	NA	NA	NA	NA	NA	NA	\$19.99					
NRC - 1st	SATCO	NA	\$9.43	NA	NA	NA	NA	NA	NA	NA					
NRC - Add'l	SOMEC	\$3.50	\$21.56	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50					
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA					
NRC - Manual Svc Order, per LSR disconnect	SOMAN	\$15.61	NA	\$14.91	NA	\$19.74	NA	\$28.13	\$25.59	\$21.71					
NRC - Electronic Svc Order, per LSR	SOMAN	\$7.39	NA	\$6.63	NA	\$8.77	NA	\$13.33	\$8.92	\$10.46					
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	\$11.67	NA	\$10.82	NA	\$12.43	NA	\$18.26	NA	\$14.21					
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46					
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA					
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi															
per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	\$236.32	NA	\$247.40	NA	NA	NA					
NRC - 1st	SATNS	NA	NA	NA	\$425.41	NA	\$79.94	NA	NA	NA					
NRC - Add'l	SATNS	NA	NA	NA	\$303.33	NA	\$65.20	NA	NA	NA					
NRC - 1st - Disconnect	SATNS	NA	NA	NA	NA	NA	\$5.58	NA	NA	NA					
NRC - Add'l - Disconnect	SATNS	NA	NA	NA	NA	NA	\$15.85	NA	NA	NA					
per Interface per month (COCI)	SATCO	NA	NA	NA	\$8.52	NA	\$11.35	NA	NA	NA					
NRC - 1st	SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA					
NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA					
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA					
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA					
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA					
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA					
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	\$41.47	NA	\$16.97	NA	NA	NA					
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	\$11.99	NA	NA	NA	NA	NA					
DS1 Channelization (DS1 to DS0)															

BELLSOUTH N.J. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE											
		AL	FL	GA	KY	LA	MS	NC	SC	TN			
per Channelized System (24 DS0) per month	SATC1	\$136.82	\$153.60	\$126.22	NA	\$209.87	NA	\$177.72	\$147.51	\$165.21			
NRC - 1st	SATC1	\$197.98	\$182.14	\$198.22	NA	\$193.63	NA	\$267.19	\$220.89	\$197.21			
NRC - Add'l	SATC1	\$123.12	\$125.18	\$123.59	NA	\$118.37	NA	\$161.43	\$137.15	\$119.99			
NRC - 1st - Disconnect	SATC1	\$30.18	\$19.52	\$31.03	NA	\$26.44	NA	\$34.55	NA	\$25.66			
NRC - Add'l - Disconnect	SATC1	\$18.86	\$18.14	\$19.75	NA	\$16.83	NA	\$21.14	NA	\$15.81			
- Interface (COC)													
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	\$1.66	\$2.20	\$1.86	NA	\$3.12	NA	\$2.88	\$2.34	\$2.46			
NRC - 1st	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61			
NRC - Add'l	SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03			
per BRITE card per month	SATSA	\$3.41	\$3.83	\$3.71	NA	\$4.18	NA	\$3.76	\$4.21	\$3.33			
NRC - 1st	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61			
NRC - Add'l	SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03			
per VG card per month (DS0)	SATSA	\$0.86	\$1.45	\$1.17	NA	\$1.62	NA	\$1.64	\$1.47	\$1.25			
NRC - 1st	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61			
NRC - Add'l	SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03			
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.94	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.75	NA	\$19.74	NA	\$28.13	\$25.59	\$25.66			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	\$7.39	NA	\$6.55	NA	\$8.77	NA	\$13.33	\$9.92	\$15.81			
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - 1st	SOMAN	\$11.67	NA	\$10.70	NA	\$12.43	NA	\$18.26	NA	\$14.21			
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - Add'l	SOMAN	\$0.9469	NA	\$0.90	NA	NA	NA	\$1.48	NA	\$1.46			
DS1 Channelized (DS1 to DS0) - Kentucky & Mississippi													
per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	\$200.01	NA	NA	\$146.87	NA	NA			
NRC - 1st	SASTN1	NA	NA	NA	\$302.82	NA	NA	\$271.52	NA	NA			
NRC - Add'l	SASTN1	NA	NA	NA	\$184.20	NA	NA	\$164.56	NA	NA			
NRC - 1st - Disconnect	SASTN1	NA	NA	NA	NA	NA	NA	\$36.38	NA	NA			
NRC - Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	NA	\$11.98	NA	NA			
- Interface (COC)													
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA	NA	NA	\$2.94	NA	NA	\$2.86	NA	NA			
NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	NA	\$15.85	NA	NA			
NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	NA	\$11.35	NA	NA			
per BRITE card per month	SATSA	NA	NA	NA	NA	NA	NA	\$3.88	NA	NA			
NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	NA	\$15.85	NA	NA			
NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	NA	\$11.35	NA	NA			
per VG card per month (DS0)	SATSA	NA	NA	NA	\$1.40	NA	NA	\$1.45	NA	NA			
NRC - 1st	SATSA	NA	NA	NA	\$15.86	NA	NA	\$15.85	NA	NA			
NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	NA	\$11.35	NA	NA			
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	NA	NA	NA	\$41.47	NA	NA	\$19.74	NA	NA			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	NA	NA	NA	\$11.99	NA	NA	\$8.77	NA	NA			
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	\$12.43	NA	NA			
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Local Interconnection Mid-Span Meet													
Local Channel - Dedicated - DS1													
Version 300009290													

BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE													TN		
		AL	FL	GA	KY	LA	MS	NC	SC	TN							
DS1 - Monthly Recurring per month	TEFHG	\$14.84	\$17.27	\$15.95	\$17.19	\$19.93	\$16.48	\$16.58	\$15.87	\$17.90							
NRC - DS1 - 1st	TEFHG	\$546.69	\$563.19	\$545.80	\$547.16	\$548.70	\$546.77	\$546.22	\$548.72	\$547.48							
NRC - DS1 - Add'l	TEFHG	\$471.61	\$477.22	\$470.84	\$472.01	\$473.34	\$471.68	\$471.20	\$473.36	\$472.29							
NRC - DS1 - Disconnect Chg - 1st	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$89.52	90.0705	\$88.87	\$89.09	\$89.34	\$89.03	\$88.94	\$89.34	\$89.14							
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$89.52	90.0705	88.8666	89.0879	89.3388	89.0255	\$88.94	\$89.34	\$89.14							
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
Local Channel - Dedicated - DS3																	
DS3 - Facility Termination per month	TEFHJ	\$214.60	\$245.65	\$231.61	\$275.82	\$287.11	\$218.84	\$232.80	\$222.56	\$285.50							
NRC - DS3 - Facility Termination - 1st	TEFHJ	\$1,066.46	\$1,079.15	\$1,064.72	\$1,067.37	\$1,070.38	\$1,066.63	\$1,065.55	\$1,070.42	\$1,068.00							
NRC - DS3 - Facility Termination - Add'l	TEFHJ	\$670.88	678.85.98	\$669.79	\$671.45	\$673.34	\$670.98	\$670.31	\$673.37	\$671.85							
NRC - DS1 - Disconnect Chg - 1st	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
NRC - DS1 - Disconnect Chg - Add'l	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63							
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63							
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD							
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 4
Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when U.S. South is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the 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 of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 **Right to Occupy.** BellSouth shall offer to U.S. South collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows U.S. South to occupy that 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 U.S. South and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1 In all states other than Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within a two-year period.

1.2.2 In the state of Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within an eighteen (18) month period.

1.3 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. U.S. South will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 **Use of Space.** U.S. South shall use the Collocation Space for the purposes of installing, maintaining and operating U.S. South's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and

facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, U.S. South may, at its option, place U.S. South-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. U.S. South agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

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 Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit U.S. South to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.

2.1.2 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. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.

2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount

of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.

- 2.2 Reporting.** Upon request from U.S. South, BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1** The request from U.S. South for a Space Availability Report must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2** BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.
- 2.2.2.1** In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.
- 2.3 Denial of Application.** After notifying U.S. South that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow U.S. South, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 2.3.1 Denial of Application.** In Mississippi, after notifying U.S. South that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow U.S. South, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

- 2.4 **Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information 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 U.S. South to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 2.5 **Waiting List.** Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. U.S. South must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that U.S. South wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If U.S. South does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove U.S. South from the waiting list. Upon request, BellSouth will advise U.S. South as to its position on the list.
- 2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.6 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 **Regulatory Agency Procedures.** Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to U.S. South that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 **Cageless.** BellSouth shall allow U.S. South to collocate U.S. South's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow U.S. South to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where U.S. South's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, U.S. South must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 **Cages.** BellSouth shall construct enclosures in compliance with U.S. South's collocation request. At U.S. South's request, BellSouth shall permit U.S. South to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When U.S. South subcontracts the construction, U.S. South must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at U.S. South's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, U.S. South and U.S. South's BellSouth Certified Contractor must comply with the more stringent local building code requirements. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with U.S. South and provide, at U.S. South's expense, the documentation, including architectural drawings, necessary for U.S. South to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to U.S. South the costs of providing the documentation. The BellSouth Certified Contractor shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor

responsibility to pay such charges imposed by the BellSouth Certified Contractor. U.S. South must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access U.S. South's locked enclosure prior to notifying U.S. South.

- 3.3.1 BellSouth may elect to review U.S. South's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. U.S. South shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews U.S. South's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review U.S. South's plans and specifications prior to construction, U.S. South will be entitled to request BellSouth to review; and in the event U.S. South does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require U.S. South to remove or correct within seven (7) calendar days at U.S. South's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.4 Shared (Subleased) Caged Collocation. U.S. South may allow other telecommunications carriers to share U.S. South's caged collocation arrangement pursuant to terms and conditions agreed to by U.S. South ("Host") and other telecommunications carriers ("Guests") and 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. U.S. South shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by U.S. South 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 U.S. South.

- 3.4.1 U.S. South, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, U.S. South shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding

the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.4.2 U.S. South 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 U.S. South's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by U.S. South and in conformance with BellSouth's design and construction specifications. Further, U.S. South shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should U.S. South elect such option, U.S. South must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, U.S. South and U.S. South's BellSouth Certified Contractor must comply with the more stringent local building code requirements. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. U.S. South's BellSouth Certified Contractor shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. U.S. South must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access U.S. South's locked enclosure prior to notifying U.S. South.
- 3.5.2 U.S. South must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review U.S. South's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews U.S. South's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review U.S. South's plans and specifications prior to construction, U.S. South will be entitled to request BellSouth to review; and

in the event U.S. South does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require U.S. South to remove or correct within seven (7) calendar days at U.S. South's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 U.S. South shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At U.S. South's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. **Occupancy**

4.1 Commencement Date. The "Commencement Date" shall be the day U.S. South's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify U.S. South in writing that the Collocation Space is ready for occupancy. U.S. South must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, U.S. South's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 U.S. South may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, U.S. South at its expense shall remove its equipment and other property from the Collocation Space. U.S. South shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of U.S. South's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such

removal date. U.S. South shall continue payment of monthly fees to BellSouth until such date as U.S. South has fully vacated the Collocation Space. Should U.S. South or U.S. South's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of U.S. South or U.S. South's Guest at U.S. South's expense and with no liability for damage or injury to U.S. South or U.S. South's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of U.S. South's right to occupy Collocation Space, U.S. South shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by U.S. South except for ordinary wear and tear, unless otherwise agreed to by the Parties. U.S. South shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on U.S. South's failure to comply with this section.
- 5.1.2 U.S. South shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that U.S. South submits an application for terminations that exceed the total capacity of the collocated equipment, U.S. South will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 U.S. South shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 U.S. South shall place a plaque or other identification affixed to U.S. South's equipment necessary to identify U.S. South's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 **Entrance Facilities.** U.S. South may elect to place U.S. South-owned or U.S. South-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. U.S. South will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. U.S. South will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to U.S. South's equipment in the Collocation Space. In the event U.S. South utilizes a non-metallic, riser-type entrance facility, a splice will not be required. U.S. South must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. U.S. South is responsible for maintenance of the entrance facilities. At U.S. South'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, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 **Dual Entrance.** BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide U.S. South with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to U.S. South's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 **Shared Use.** U.S. South may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another U.S. South collocation arrangement within the same BellSouth Premises. U.S. South must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to U.S. South-provided riser cable.
- 5.3 **Demarcation Point.** BellSouth will designate the point(s) of demarcation between U.S. South's equipment and/or network and BellSouth's network. Each Party will be

responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. U.S. South shall be responsible for providing, and a supplier certified by BellSouth ("U.S. South's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. U.S. South or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At U.S. South's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. U.S. South must make arrangements with a BellSouth Certified Supplier for such placement.

- 5.4 U.S. South's Equipment and Facilities. U.S. South, or if required by this Attachment, U.S. South'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 U.S. South which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. U.S. South and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to U.S. South at least 48 hours before access to the Collocation Space is required. U.S. South may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that U.S. South will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, U.S. South shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. U.S. South agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of U.S. South or U.S. South's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by U.S. South and returned to BellSouth Access Management within 15 calendar days of U.S. South's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. U.S. South agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of U.S. South

employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with U.S. South or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. U.S. South shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), U.S. South shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, U.S. South shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of U.S. South violates the provisions of this paragraph, BellSouth shall give written notice to U.S. South, which notice shall direct U.S. South to cure the violation within forty-eight (48) hours of U.S. South's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.7.1 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 U.S. South fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to U.S. South's equipment. BellSouth will endeavor, but is not required, to provide notice to U.S. South prior to taking such action and shall have no liability to U.S. South for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and U.S. South fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation.

Any claims of network harm presented to U.S. South or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, U.S. South shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.8 **Personalty and its Removal.** Facilities and equipment placed by U.S. South in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by U.S. South at any time. Any damage caused to the Collocation Space by U.S. South's employees, agents or representatives during the removal of such property shall be promptly repaired by U.S. South at its expense.
- 5.9 **Alterations.** In no case shall U.S. South or any person acting on behalf of U.S. South make any rearrangement, modification, improvement, addition, repair, 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 written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by U.S. South. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to subsection 6.2.2.
- 5.10 **Janitorial Service.** U.S. South shall be responsible for the general upkeep of the Collocation Space. U.S. South shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to U.S. South that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 **Application for Space.** U.S. South shall submit an application document when U.S. South or U.S. South's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 **Initial Application.** For U.S. South or U.S. South's Guest(s) initial equipment placement, U.S. South shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in U.S. South's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 **Subsequent Application.** In the event U.S. South or U.S. South's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), U.S. South shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by U.S. South in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by U.S. South for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to U.S. South. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by U.S. South within 30 calendar days following U.S. South's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.3 **Application Response.** In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit U.S. South a reasonable opportunity to correct each deficiency. U.S. South must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If U.S. South fails to resubmit its Application as Bona Fide within this

ten (10) day period, U.S. South will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response (“Application Response”), which 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 7.

- 6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) 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 the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, 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 a written response (“Application Response”) including sufficient information to enable U.S. South 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 7. When U.S. South submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) 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 the space preparation fees, as described in Section 7.

- 6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) 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 the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. 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 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15

must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require U.S. South to submit the Application with an Application Fee.
- 6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either

at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.

- 6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by