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September 11, 2002

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

Re: Docket No. 960786A-TP (271)

Dear Ms. Bayó:

Since our 271 filing to the FPSC on May 31, 2001, various court rulings and orders (from both the FCC and this Commission) have been issued that require modifications to be made to the statement of Generally Available Terms and Conditions (SGAT) that was originally submitted to the Commission attached to the Direct Testimony of Cindy Cox. In general, the following modifications are being made to the SGAT prior to any BellSouth Florida filing to the FCC:

- Incorporation of the UNE rates pursuant to FPSC Order No. PSC-01-2051-FOF-TP on Reconsideration in Docket No. 990649A-TP (UNE's), issued October 18, 2001, FPSC Order No. PSC-01-2017-FOF-TP in Docket No. 001797-TP, issued October 9, 2001 (Covad Arbitration Order), and the FPSC September 6, 2002 decision the 120-day Cost Docket.
- Incorporation of language regarding the UNE combination terms, conditions and rates that BellSouth now makes available to CLECs consistent with the Supreme Court's May 13, 2002 ruling.
- Incorporation of revisions as a result of the FCC's 4th Report and Order (01-204) in CC Docket No. 98-147 regarding Collocation.
- Incorporation of language regarding line splitting and the various splitter ownership options that are now offered by BellSouth.
- Any changes or modifications that may be necessary for an accurate and concise SGAT filing (e.g., typographical errors, language clarification that is non-CLEC affecting, etc.).

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

If you have any questions please let me know.

Sincerely,

Nancy B. White
Nancy B. White (KA)

cc: All parties of record
Marshall M. Criser III
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461955

**CERTIFICATE OF SERVICE
DOCKET NO. 960786A-TL**

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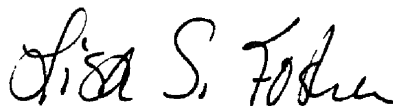
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(+) Signed Protective Agreement

SGAT Terms &
Conditions

BellSouth Telecommunications, Inc.
FPSC Docket No. 960786-TP
Exhibit CKC-5

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELLSOUTH TELECOMMUNICATIONS, INC.
IN THE STATE OF FLORIDA
September 11, 2002**

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**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
FLORIDA**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Florida Public Service Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Alternative Local Exchange Carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. ALEC means an alternative local exchange company certificated by the Florida Public Service Commission to offer and/or provide local telecommunications services in Florida.

B. Commission means the Florida Public Service Commission.

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

I. Interconnection (47 U.S.C. §§ 251(b)(5), 251(c)(2), 251(c)(6), 252(d)(1)&(2) and 271(c)(2)(B)(i))

BellSouth provides ALECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will 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.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for local and access tandem switches.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the Bona Fide Request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, as provided under this statement, each Party will report to the other a Percent Local Usage ("PLU")¹. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. 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 Statement, 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.

¹ Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to an ALEC for termination on the ALEC's network, if BellSouth cannot determine because of the manner in which the ALEC has utilized its NXX codes, or for other reasons, whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if the ALEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that an ALEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ALEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the ALEC's connection of its end user to a local end user of BellSouth, an independent company or another ALEC, where both the parties are connected at the same tandem and termination of calls is authorized. Basic or enhanced local tandem interconnection may be selected. Basic interconnection allows ALECs to terminate traffic to BellSouth's end office switches and wireless service provider switches within the area served by the tandem. Enhanced interconnection adds the ability to terminate traffic to other ALECs and independent company switches in the area served by the tandem. The Local Exchange Routing Guide ("LERG") is the authority for which NXX Codes are assigned to switches sub-tending local tandems.

6. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for the ALEC's transit traffic. Transit traffic is traffic originating on the ALEC'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 the ALEC's network. Rates for local transit traffic shall be the same as call transport and termination rates as set forth in Attachment A to this Statement. Rates for intraLATA toll and switched access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth's Interstate or Intrastate Switched Access Services tariffs. Switched access transit traffic presumes that the ALEC's end office is subtending the BellSouth Access Tandem for switched access traffic to and from the ALEC's end users utilizing BellSouth facilities, either by direct trunks with the Interexchange Carrier (IXC), or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB)² procedures. BellSouth will provide meet point billing usage records to ALEC either directly as

² Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telecordia as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single Local Access and Transport Area ("LATA").

an RAO Host company or to ALEC through the RAO Host selected by the ALEC. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

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 to a terminating carrier at the rates stipulated in this Statement. BellSouth agrees to deliver this traffic to the terminating carrier, provided that the ALEC 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 the ALEC. The ALEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of the ALEC. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section shall be pursuant to MECAB procedures.

7. Mutual Provision of Access Service. When BellSouth and an ALEC provide an access service connection between an IXC and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company 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 company providing the end office function. BellSouth will use the MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. Thirty (30) day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and ALEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that originates and terminates in the same LATA and that is not Local Traffic as defined in Section I.A. above.

2. Delivery of IntraLATA Toll Traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate (whichever is appropriate), switched network access services rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If an ALEC is the BellSouth end user's presubscribed IXC or if the BellSouth end user uses an ALEC as an IXC on a 1010XXX basis, BellSouth will charge the ALEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC end user's presubscribed interexchange intraLATA carrier or if the ALEC end user uses BellSouth as an interexchange intraLATA carrier on a 1010XXX basis, the ALEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent an ALEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format.

7. 800 Access Screening. Should an ALEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The ALEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. The ALEC will not be required to utilize switched access Feature Group D service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Services trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Terms and conditions for physical collocation and remote site collocation are contained in Attachment I. Terms and conditions for virtual collocation are contained in BellSouth's Expanded Interconnection Service Tariff, Section E20.1.

D. Trunk Groups. BellSouth and an ALEC shall establish trunk groups between interconnecting facilities. Local traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth local tandem. BellSouth local tandems do not handle intraLATA toll or interLATA toll traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. In addition, for traffic utilizing intermediary tandem switching at the BellSouth access tandem, i.e., traffic which is not originated by or terminated to a BellSouth end user (“transit traffic”), one-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic. BellSouth also provides a two-way Supergroup option that includes exchange of local and intraLATA toll traffic between BellSouth and an ALEC as well as local, intraLATA or interLATA transit traffic. Requests for alternative trunking arrangements may be made through the bona fide request (“BFR”) process (see Section II.B.) set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed the highest interest rate which may be levied by Commission regulation or the law of commercial transactions, may be assessed if interconnection charges are not paid within thirty (30) days of the due date.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System (“CABS”).

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with ALECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVIII.

H. Interconnection Technical Standards. 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 company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. Where technically feasible, the local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to ALECs will be at least equal in quality to what it provides to itself, to any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, and technical requirements provided to ALECs. Section 14.4 of Attachment C is particularly

applicable to interconnection. BellSouth provides interconnection according to applicable industry standard technical references.

J. Ordering and Provisioning Guidelines. Where technically feasible, BellSouth provides interconnection ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Business Rules for Local Ordering. See Section XV.

II. Access To Unbundled Network Elements (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(ii)). See also Statement Sections (IV), (V), (VI) and (X).

BellSouth provides ALECs with access to unbundled elements of BellSouth's network on the following terms:

A. Available Network Elements. BellSouth shall, upon request of the ALEC, provide access to its network elements at any technically feasible point for the provision of the ALEC's telecommunications service where such access is necessary and failure to provide access would impair the ability of the ALEC to provide services that it seeks to offer. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and Advanced Intelligent Network ("AIN") services. See Section X.

5. Access to Operations Support Systems. BellSouth provides to ALECs unbundled access to several operations support systems ("OSS"). Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Ordering. Pre-ordering allows ALECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date, validate a street address for service order purposes, and obtain customer service record information, as applicable to the service being ordered. ALECs may obtain access to customer service record information under a blanket letter of authorization. As part of the

pre-ordering function, BellSouth also provides ALECs access to the same detailed information about the loop that is available to BellSouth.

b. Ordering. Ordering provides the ALEC with order entry functions, including supplements, and the capability to establish directory listings. BellSouth provides a “switch as is” process by which it will switch all services and features subscribed to by a particular BellSouth customer to an ALEC upon receipt of appropriate customer authorization.

c. Provisioning. Provisioning information available to ALECs includes firm order confirmation and completion notices.

d. Trouble Reporting and Repair. Trouble reporting and repair allows ALECs to report and monitor service troubles and obtain repair services. BellSouth provides to ALECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides ALECs with the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ALECs an estimated time to repair, and an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E. Access to the Line Information Database is discussed in Section X.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with resold lines and unbundled ports. This usage option allows ALECs to bill their end-user customers at their discretion, rather than on BellSouth’s billing cycles. It also allows an ALEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers. Usage data available includes the Access Daily Usage File (ADUF), Optional Daily Usage File (ODUF), and Enhanced Optional Daily Usage File (EODUF).

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following OSS functions: pre-ordering, ordering and provisioning, trouble reporting, and customer usage data. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions or information: service address validation, telephone number selection, product and service availability, due date information, loop make-up information, and customer service record information. Access is provided through the Local Exchange

Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth databases. LENS is a human-to-machine interface for use by those ALECs who choose not to use machine-to-machine interfaces.

b. Ordering and Provisioning. BellSouth provides ALECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking system (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides TAG and the Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability. TAG is an integratable pre-ordering and ordering interface.

c. Trouble Reporting. BellSouth provides the following options for electronic trouble reporting. For exchange services, BellSouth offers to ALECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway – the TIM1 standard machine-to machine interface called Electronic Communications Trouble Administration (ECTA) Gateway.

d. Billable Usage Information. BellSouth provides to ALECs electronic files containing billable usage information associated with resold exchange lines, and unbundled ports.

e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

f. Versioning. Pursuant to the Change Control Process, BellSouth will issue new software releases for new industry standards for its industry standard EDI and TAG interfaces. When a new release of new industry standards is implemented, BellSouth will, for these interfaces, continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will support the two most current releases. Pursuant to the Change Control Process, BellSouth will issue documents to ALECs with sufficient notice to allow ALECs to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This versioning policy is set forth in the Change Control Process document and may be changed from time to time pursuant to the

procedures set forth in that document.

7. Collocation. Collocation allows ALECs to place equipment, including digital subscriber line access multiplexers, in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in this Section. BellSouth will provide physical collocation for ALEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the ALEC's request and is not dependent on the availability of physical collocation. BellSouth facilities include central offices and serving wire centers, as well as buildings or similar structures owned or leased by BellSouth that house BellSouth network facilities, and structures that house facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators. Terms and conditions for physical collocation, including relevant intervals for provisioning physical collocation, are set forth in the Intrastate Access Services Tariff, Section E.20, and Attachment I. Terms and Conditions for virtual collocation are contained in BellSouth's Intrastate Access Services Tariff, Section E20. Rates for virtual and physical collocation are set out in Attachment A.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to ALECs as an unbundled network element, where it is in existence, as unbundled dark fiber loops or as unbundled dark fiber transport.

9. Line Sharing and Line Splitting

a. High Frequency Loop Spectrum (Line Sharing). BellSouth provides ALECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voice-band services on the particular loop for which the ALEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voice-band on a copper loop facility that is being used to carry analog circuit-switched voice-band transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide ALECs with loop and splitter functionality that is compatible with any transmission technology that the ALEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers ALECs the option of purchasing, installing, and maintaining central office or remote terminal (RT) POTS splitters in its collocation arrangements. Any splitters installed by ALECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. ALECs may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate. BellSouth will condition loops to enable ALECs to access the high frequency portion of the loop

spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h). Further details as to this network element are contained in Attachment C.

b. Line Splitting.

Line Splitting is a UNE service offering that allows a provider of data services (a “Data CLEC”) and a provider of voice services (a “Voice CLEC”) to deliver voice and data service to end users over one loop. The voice and data carriers may be the same or different carriers. The Data CLEC provides data service over the high frequency portion of the loop purchased by the Voice CLEC, utilizing a Voice CLEC or Data CLEC-provided collocated DSLAM, and splitter equipment (located in either the Voice CLEC’s or Data CLEC’s collocation area). BellSouth is also willing to provide POTS splitters to facilitate line splitting.

End users currently receiving voice service from BellSouth, a Line Sharing arrangement, or a CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by CLECs ordering Line Splitting Service.

An unloaded, 2-wire copper loop must serve the end user. It is the responsibility of the CLEC to determine if the loop meets its data requirements. The CLEC’s meet point is the point of termination for the CLEC’s cable and pairs.

BellSouth will only interface with the Voice ALEC that owns the loop for subsequent activity, trouble reports, etc. With proper authorization, the Data ALEC may act on behalf of the owner of the loop and may submit trouble reports for the data service. The Voice ALEC that owns the loop is responsible for any billable charges associated with the loop.

i. If BellSouth is currently the voice provider and a provider of data services (a “Data ALEC”) is the advanced services provider, and the end user subsequently chooses an ALEC for voice service (a “Voice ALEC”), then the following would occur:

If the original line sharing arrangement was established with a Data ALEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data ALEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data ALEC to continue leasing the BellSouth splitter under the following conditions:

1. The existing Data ALEC remains the end user’s advanced services provider; and
2. The Data ALEC has an agreement with the Voice ALEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

When BellSouth provides the splitter, the applicable recurring charges to be paid by the Voice ALEC for this line splitting arrangement will be the loop, port, high frequency spectrum line activation, and one cross connect at the rate set forth in Attachment A. When an ALEC owns the splitter, line splitting requires that the ALEC purchase the following: the loop, port, high frequency spectrum line activation, and two cross connects.

The applicable nonrecurring charges to be paid by the Voice ALEC for line splitting arrangements will be the nonrecurring rate for the loop-port combination (switch-as-is) if no wiring changes are required. If CO wiring is required (data provider changing) the appropriate charge will be the nonrecurring charge for the appropriate collocation cross connection(s).

ii. Where a line sharing arrangement, BellSouth voice service, or UNE-P arrangement does not already exist, BellSouth will work cooperatively with ALECs to develop methods and procedures to develop a process whereby a Voice ALEC and a Data ALEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice ALEC or the Data ALEC and will provide a splitter if requested to do so by the ALEC. In this scenario, the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.

B. Bona Fide Request Process.

1. Any request by the ALECs for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a BFR, and shall be submitted to BellSouth pursuant to the BFR process, which is described in Attachment B.

2. The ALECs shall submit any BFR in writing to the ALEC's Account Manager. The BFR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR shall also include the ALEC's designation of the request as being (a) pursuant to the Act, or (b) pursuant to the needs of the business.

C. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with access to all the unbundled network elements described in this section. Such access will be at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements and the performance of those network elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Combining Network Elements.

1. ALEC Combination of Network Elements. ALECs may combine BellSouth network elements, in any manner the ALEC chooses, to provide telecommunications services. ALEC-combined network elements will be priced at the sum of the individual element charges. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops and ports extended to ALEC collocation spaces as part of the network element offering. In addition, BellSouth offers central office Assembly Points to provide ALECs with the capability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the ALEC to own or control any telecommunications equipment (i.e., without acquiring collocation space). Additional services desired by ALECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of ALEC-combined BellSouth unbundled network elements are provided as part of the network element offering. Additional software modifications requested by ALECs for new features or services may be obtained through the BFR process.

3. Unbundled Network Element Combinations. BellSouth will provide Currently Combined, Ordinarily Combined and Not Typically Combined Unbundled Network Element Combinations as said combinations are defined and set forth in Attachment C.

E. Rates. Rates for the unbundled network elements and combinations of elements described above are set out in Attachment A.

F. Ordering and Provisioning. Where technically feasible, BellSouth provides unbundled network element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled network elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

G. Billing. BellSouth provides unbundled network element billing under Ordering and Billing Forum (OBF) guidelines for CABS bill formats as those guidelines are developed.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii))

BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide ALECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way

owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to ALECs upon receiving a BFR for access and ALEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. Capacity will be allocated on a first-come first-served basis, although BellSouth may reserve a maintenance spare at its discretion.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. BellSouth provides a variety of local loop configurations. Local loops include, but are not limited to, unbundled copper loops, dark fiber loops, DSO, DS1, DS3, fiber, and other high capacity loops. All BellSouth provided loops will be provisioned according to BellSouth's TR 73600, and are described in Attachment C.

B. Sub-Loop elements. The subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface. Sub-loop elements are described in Attachment C.

C. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to an ALEC's collocated space.

D. Unbundled Loop Channelization Systems. Unbundled loop channelization systems with central office channel interfaces channelize multiple digital loop carrier channels on a non-concentrated or concentrated basis up to a maximum of 96 voice grade channels per system.

E. Single Point of Interconnection. BellSouth provides a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers.

F. Line Conditioning. Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL services. Such devices include, but are not limited to, load coils, bridged taps, low pass filters and range extenders. Where technically feasible, BellSouth will test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice-transmission only. An ALEC may select the level of line conditioning it desires and will be required to pay only for the level of conditioning it selects. BellSouth performs line conditioning on unbundled loops upon ALEC request, whether or not BellSouth offers advanced services to the end-user customer on that loop. An ALEC has the option of refusing, in whole or in part, to have a line conditioned without diminishing its right of access to the high frequency portion of the loop.

G. Rates. Rates for unbundled network elements in this section are set out in Attachment A.

H. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC access to BellSouth unbundled network elements including local loops and sub-loop elements. BellSouth provides network elements according to applicable industry standard technical references.

I. Ordering and Provisioning. Where technically feasible, BellSouth provides local loop and sub-loop element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common (shared) local transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic.

Dedicated transport is available between BellSouth central offices and between BellSouth central offices and ALEC facilities. Transmission media include, but are not limited to, DS-1, DS-3, STS-1 and OCn levels.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media used to provide common transport includes speeds up to and including OCn.
3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to ALECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.
4. Digital Cross-Connect Systems. BellSouth provides ALECs, to the extent technically feasible, with the functionality provided by BellSouth's digital cross-connect systems.
5. Additional Options. BellSouth makes additional transport elements available at any technically feasible point. ALECs may use the BFR process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local transport elements, and access to those elements that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements including transport elements. BellSouth provides network elements according to applicable industry standard technical references.

D. Ordering and Provisioning. Where technically feasible, BellSouth provides local transport ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Circuit Switching. BellSouth offers all the functionality of its local circuit switches to ALECs unbundled from transport, local loop transmission and other services, except as set forth in VI.B. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local circuit switching functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features, at rates set forth in Attachment A. All vertical features loaded in a circuit switch are available to ALECs. Features loaded but not activated, and features not loaded in the circuit switch are available and may be requested through the BFR process. Local circuit switching functionality also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator, directory and repair services as well as AIN and similar capabilities.

1. Selective Routing. Selective routing to an ALEC's desired platform is available as discussed in Section X.A.3.f.

2. Port Cross Connects. Port cross connects allow ports to be transported from the main distribution frame in the central office to an ALEC's collocated space.

B. Availability of Local Circuit Switching as an Unbundled Network Element. BellSouth provides ALECs with local circuit switching as defined above on an unbundled network element basis except, pursuant to 47 C.F.R § 319(c)(2), for ALECs that serve end-users with four or more voice grade (DS0) equivalents or lines, where BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport throughout Density Zone 1, and BellSouth's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and in Density Zone 1, as defined in 47 C.F.R. § 69.123 on January 1, 1999. BellSouth provides combinations of unbundled loops and transport as described in Attachment C.

C. Packet Switching. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to: (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data

units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

D. Availability of Packet Switching as an Unbundled Network Element. BellSouth provides ALECs with packet switching as an unbundled network element only where all of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the feeder section (*e.g.*, end office to remote terminal, pedestal or environmentally controlled vault);
2. There are no spare copper loops capable of supporting xDSL services the ALEC seeks to offer;
3. BellSouth has not permitted an ALEC to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined in 47 C.F.R. § 319(b); and
4. BellSouth has deployed packet switching capability for its own use.

E. Rates. Cost-based rates for unbundled local circuit switching provided on an unbundled network element basis under 47 U.S.C. § 251(c)(3) are set out in Attachment A. Rates, terms and conditions for unbundled local circuit switching provided under 47 U.S.C. § 271(c)(2)(B)(vi) but not on an unbundled network element basis under 47 U.S.C. § 251(c)(3), and packet switching provided on an unbundled network element basis (subject to the requirements of 47 C.F.R. § 51.319(c)(3)), may be obtained through the BFR process.

F. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements including local switching elements. BellSouth provides network elements according to applicable industry standard technical references.

G. Ordering and Provisioning. BellSouth provides ALECs with ordering and provisioning services for local switching that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Business Rules for Local Ordering.

VII. Nondiscriminatory Access to (A) 911/E911 Emergency Network (47 U.S.C. §§ 251(c)(3) and 271(c)(2)(B)(vii)(I); (B) Directory Assistance Services (§§ 271(c)(2)(B)(vii)(II) and 251(c)(3)); and (C) Operator Call Completion Services (§§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides ALECs with equal access to 911/E911 service and the ability for ALECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. An ALEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to an ALEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The ALEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The ALEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, an ALEC will be required to install a minimum of two dedicated trunks originating from the ALEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the Mu-255 Law convention. The ALEC will be required to provide BellSouth daily updates to the E911 database. An ALEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the

E911 tandem trunks are not available, the ALEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ALECs beyond applicable charges for BellSouth trunking arrangements shown on Attachment A.

6. 911/E911 Databases. BellSouth will load ALEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that ALEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The E911 Local Exchange Carrier Guide For Facility-Based Providers contains the appropriate and detailed practices and procedures for BellSouth and ALECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides ALECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes ALEC subscriber listings in BellSouth's directory assistance database at no charge. ALECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, ALECs and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides ALECs and their subscribers nondiscriminatory access to directory assistance service under BellSouth's tariffs. ALEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the ALEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers ALECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to IXC's for directory assistance.

b. Direct Access to Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for ALEC Branded Directory Assistance Services. BellSouth provides ALECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting ALEC's directory service platform for provision of ALEC directory assistance services or to a BellSouth platform for BellSouth provision of ALEC-branded directory assistance. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

4. Rates. Rates for Directory Assistance Services provided under 47 U.S.C. § 271(c)(2)(B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

C. Operator Call Completion Services. BellSouth provides operator services to ALECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and ALEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to ALECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer ALECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing for ALEC-Branded Operator Call Completion Services. BellSouth provides ALECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting ALEC's operator service platform for provision of ALEC operator call completion services or to a BellSouth platform for BellSouth provision of ALEC-branded operator call completion services. In either case, the ALEC's customers may use the same

dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

6. Rates. Rates for Operator Call Completion Services provided under 47 U.S.C. § 271(c)(2)(B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

D. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC nondiscriminatory access to BellSouth 911/E911 emergency network, directory assistance and operator call completion services. BellSouth provides network elements according to applicable industry standard technical references.

E. Ordering and Provisioning. Where technically feasible, BellSouth provides ordering and provisioning services for nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning nondiscriminatory access to 911/E911 emergency network, directory assistance and operator call completion services elements are set out in the BellSouth Business Rules for Local Ordering. See Section XVI.

VIII. White Pages Directory Listings For ALEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides ALECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include ALEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ALEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALECs or their subscribers provided that the ALEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting ALEC Subscriber Information. BellSouth will provide to ALECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Unlisted Subscribers. ALECs will be required to provide to BellSouth the names, addresses and telephone numbers of all ALEC customers that wish to be omitted from directories.

E. Inclusion of ALEC Customers in Directory Assistance Database. BellSouth will include and maintain ALEC subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and ALECs will formulate appropriate procedures regarding leadtime, timeliness, format and content of listing information. ALEC subscriber listings and information will be migrated on an "as is" basis upon a change of service provider consistent with OBF standards.

F. Listing Information Confidentiality. BellSouth will accord an ALEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to an ALEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Service Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to ALEC subscribers at no charge.

IX. Nondiscriminatory Access to Telephone Numbers For ALEC Customers (47 U.S.C. §§ 251(b)(3) and § 271((c)(2)(B)(ix))

Non-Discriminatory Access. A neutral party currently serves as the North American Numbering Plan administrator. BellSouth complies with the rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers ALECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths between the ALEC designated Signaling Points of Interconnection that provide a diverse

transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points (“SCPs”) are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database (“LIDB”) is an SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. ALECs may query BellSouth’s LIDB to verify collect or third number billing calls. BellSouth will enter ALEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow ALEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers ALECs access to its SCP-based Advanced Intelligent Network (“AIN”) through BellSouth’s Service Creation Environment and Service Management System (“SCE/SMS”). SCE/SMS access allows ALECs to provide AIN services from either BellSouth switches or their own. It also allows ALECs to create service applications using BellSouth’s AIN service creation tools and to deploy those services using BellSouth’s service management tools. ALECs have the same access to SCE/SMS as BellSouth.

e. Additional Databases. BellSouth provides ALECs access to the following additional databases on an unbundled network element basis:

Calling Name Database, 911 Database, E911 Database and number portability databases.

f. Selective Routing. Selective routing allows ALECs purchasing unbundled BellSouth local switching or reselling BellSouth retail service to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to an ALEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide ALEC-branded services on behalf of the ALEC. This allows ALEC branding of services such as operator, directory assistance or repair services. Selective routing is provided through AIN-based carrier routing service. BellSouth also provides selective routing through the use of line class codes.

B. Rates. Rates for BellSouth's signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides selective routing, signaling and signaling database element ordering and provisioning services to ALECs that are at least equal in quality to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning selective routing, signaling and signaling database services are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC access to BellSouth unbundled network elements including signaling and signaling databases. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

E. 800 Query Rates. Rates for an ALEC to use BellSouth's 800 database (for query purposes only) are set out in Attachment A.

XI. Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement that allows an end user customer who switches service providers to keep the same telephone number. BellSouth offers a permanent local number portability (LNP) solution.

B. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

C. Quality of Service. BellSouth will provide number portability to ALECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

XII. Local Dialing Parity (47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(xii))

Local Dialing Parity. ALEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same type of call. In addition, ALEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §§ 252(d)(2) and 271(c)(2)(B)(xiii))³

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and the ALEC's networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

B. Disputes Related to Reciprocal Compensation. If BellSouth and ALECs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by ALECs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services, as ordered by the Commission, are available at discounts set out in Attachment H. Discounts apply to intrastate tariffed services, including contract service arrangements and are not applicable to non-tariffed services, or

³ Intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5) and will be treated consistent with the requirements for compensation set forth in the FCC's *Order on Remand and Report and Order in the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-Bound Traffic*, CC Dockets 96-98 and 99-68, Released April 27, 2001.

products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

C. Conditions. The resale of telecommunications services shall be limited to users and uses conforming to the class of service. Pursuant to the Commission's orders, the following specific services are available for resale:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.
2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.
3. N11/911/E911. N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 services to ALECs for resale in the same manner that it is provided in BellSouth's retail tariffs.
4. Contract Service Arrangements. Contract service arrangements ("CSAs") may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply upon the assumption of the CSA.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides ALECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. BellSouth will provide resellers with preordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users.

E. BellSouth Interaction with ALEC Customers. When interacting with ALEC resale customers on behalf of an ALEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ALEC customers with BellSouth customers.

F. Transfer of Customers. BellSouth will implement ALEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ALEC. In the case of a customer terminating service from an ALEC, BellSouth will

notify the ALEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. An ALEC must, however, provide proof of authorization upon request.

G. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for the unauthorized change as described in FCC Tariff No. 1, Section 13, or applicable state tariff. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

H. Interexchange Carrier Selection. BellSouth will implement requests to change an ALEC end user's choice of a primary interexchange carrier and/or intraLATA toll carrier.

I. Customer of Record. The ALEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the ALEC for all services.

J. Single Point of Contact. The ALEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the ALEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the ALEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with ALEC end users, except as provided herein.

K. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Business Rules for Local Ordering. See Section XV.

L. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide ALEC-resold services will be maintained by BellSouth. An ALEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

N. Billing and Collection. This Statement does not provide for billing and collection services. ALEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

O. Discontinuing ALEC End User Service. BellSouth will discontinue service provided to an ALECs' resale end user customers as follows:

1. Where possible, BellSouth will deny service to an ALEC's end user on behalf of, and at the request of, the ALEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the ALEC.
2. At the request of an ALEC, BellSouth will disconnect an ALEC end user customer.
3. ALEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. An ALEC is solely responsible for notifying the end user of the proposed service disconnection.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise an ALEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the ALEC and/or the end user against any claim, loss or damage arising from providing this information to the ALEC. It is the responsibility of the ALEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

XV. Ordering Guide

A. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement through the BellSouth Business Rules for Local Ordering. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. This manual can be accessed at <http://www.interconnection.bellsouth.com/guides/>. The administrative information and procedures set out in this manual is intended to ensure that ALECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. This manual will be updated to conform to ALEC needs, systems developments and changes to and improvements in administrative procedures. Changes to the manual will not affect BellSouth's commitments, set out in this Statement, to treat ALECs in a non-discriminatory manner.

XVI. Performance Measures/Enforcement Plan

A. Performance Measures and Enforcement Plan. Pursuant to the Commission's February 12, 2002 Order in Docket No. 000121-TP, BellSouth's SQM and SEEM Plan as approved by the Florida Public Service Commission shall be utilized in Florida.

B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the BFR process described in Attachment B.

XVII. Forecasting Requirements

A. Technical Descriptions and Forecasting. ALECs ordering out of this Statement shall provide technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all customers in their respective designated service areas.

B. Regular Meetings. The Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of discussing non-binding forecasts of their traffic and volume requirements for interconnection and network elements provided under this Agreement, in the form and detail as agreed. Section XVII. C. contains guidelines regarding trunk forecasts and meetings that the Parties may use. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" under Section XXIII of this Statement.

C. Trunk Forecasts. The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two years. Forecast meetings may be face-to-face meetings, video or audio conferences. Meetings may be held regionally or otherwise. Forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. BellSouth reserves the right to disconnect underutilized trunks. The Parties agree that forecast information provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement.

D. Binding Forecasts. In addition to, and not in lieu of, the non-binding forecasts required by Section XVII.B., a Party that is required pursuant to this Statement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Statement to receive a forecast (the "Forecast Recipient") may request that the other Party negotiate to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall

negotiate the terms of such Binding Forecast provisions in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform and any other terms desired. The Parties agree that any Binding Forecast provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement. Neither Party is required to enter into a Binding Forecast as described in this Section.

E. Non-Binding Forecasts. For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use or ordered at the stated time.

XVIII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with an ALEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees 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.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with an ALEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to an ALEC, 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 BellSouth will cooperate with an ALEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each ALEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide an ALEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ code, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XIX. Taxes

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

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

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

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax

or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with

respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the ALEC shall retain records of call detail for a minimum of nine

months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company 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 company requesting the audit. The PLU 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 company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percent Interstate Usage. For combined interstate and intrastate ALEC traffic terminated by BellSouth over the same facilities, an ALEC will be required to provide a projected Percent Interstate Usage ("PIU")⁴ to BellSouth. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to the ALEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. ALEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by an ALEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The ALEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the ALEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XXI. Liability and Indemnification

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ALEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor an ALEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

³Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

C. Mutual Limitation of Liability. BellSouth and an ALEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor an ALEC shall be liable for damages to the other's terminal location, point of interface ("POI") or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and an ALEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No Liability for Certain Inaccurate Data. Neither BellSouth nor an ALEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXII. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. An ALEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property

of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section XXI of this Agreement.

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

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

XXIII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and an ALEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information").

All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the ALEC shall receive such Information and not disclose such Information. BellSouth and the ALEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the ALEC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the ALEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the ALEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the ALEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIV. Notices/Discontinuance of Service/Deposits

A. BellSouth provides notice to ALECs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

- 1.. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.
- 2.. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides ALECs advance notice of any changes to its retail services 45 days before such changes. Such notification will be via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies an ALEC of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify an ALEC of such revisions consistent with BellSouth's internal notification process. ALEC may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct.
3. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.O. and P. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the ALEC's account manager.

B. Discontinuing Service to an ALEC. The procedures for discontinuing service to an ALEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by an ALEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the ALEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the ALEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the ALEC to receive notices of noncompliance, discontinue the provision of existing services to the ALEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the ALEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the ALEC's services will be discontinued. Upon discontinuance of service on an ALEC's account, service to the ALEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the ALEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

- C. Deposits. BellSouth may require an ALEC to make a deposit when purchasing services pursuant to this Statement to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the ALEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that an ALEC defaults on its account, service to the ALEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the ALEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the ALEC by the accrual date.

A (Price List)

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	First	Additional
A.0	UNBUNDLED LOCAL LOOP					
A.1	2-WIRE ANALOG VOICE GRADE LOOP					
A.1.1	2-Wire Analog Voice Grade Loop - Service Level 1	1	\$10.69		\$49.57	\$22.83
		2	\$15.20		\$49.57	\$22.83
		3	\$26.97		\$49.57	\$22.83
A.1.2	2-Wire Analog Voice Grade Loop - Service Level 2	1	\$12.24		\$135.75	\$82.47
		2	\$17.40		\$135.75	\$82.47
		3	\$30.87		\$135.75	\$82.47
A.1.8	Engineering Information			\$13.49		
A.2	SUB-LOOP					
A.2.1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	\$6.41		\$92.75	\$51.24
		2	\$9.10		\$92.75	\$51.24
		3	\$16.15		\$92.75	\$51.24
A.2.2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	\$6.46		\$60.19	\$21.78
		2	\$9.18		\$60.19	\$21.78
		3	\$16.29		\$60.19	\$21.78
A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	\$7.37		\$68.83	\$30.42
		2	\$10.47		\$68.83	\$30.42
		3	\$18.58		\$68.83	\$30.42
A.2.13	Network Interface Device Cross Connect				\$7.63	\$7.63
A.2.14	2-Wire Intrabuilding Network Cable (INC)		\$3.96		\$51.84	\$13.44
A.2.15	4-Wire Intrabuilding Network Cable (INC)		\$9.37		\$55.91	\$17.51
A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			\$487.23		
A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			\$6.25		
A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			\$169.25		
A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			\$38.65		
A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			\$487.23		
A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	\$12.47		\$106.92	\$64.46
		2	\$17.73		\$106.92	\$64.46
		3	\$31.45		\$106.92	\$64.46
A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	\$14.83		\$109.71	\$66.68
		2	\$21.07		\$109.71	\$66.68
		3	\$37.39		\$109.71	\$66.68

Notes:

** Interim rates, perm. rates to be est. in Docket No. 981834-TP/990321-TP

Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non Recurring	Nonrecurring	
					First	Additional
A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	\$14.48		\$100.62	\$58.16
		2	\$20.59		\$100.62	\$58.16
		3	\$36.53		\$100.62	\$58.16
A.2.30	Sub-Loop - Per 2-Wire Copper Loop Short / Feeder Only	1	\$3.76		\$85.27	\$42.24
		2	\$5.35		\$85.27	\$42.24
		3	\$9.49		\$85.27	\$42.24
A.2.32	Sub-Loop - Per 4-Wire Copper Loop Short / Feeder Only	1	\$7.32		\$99.66	\$57.20
		2	\$10.40		\$99.66	\$57.20
		3	\$18.46		\$99.66	\$57.20
A.2.40	Sub-Loop - Per 2-Wire Copper Loop Short / Distribution Only	1	\$5.15		\$60.19	\$21.78
		2	\$7.31		\$60.19	\$21.78
		3	\$12.98		\$60.19	\$21.78
A.2.42	Sub-Loop - Per 4-Wire Copper Loop Short / Distribution Only	1	\$5.36		\$68.83	\$30.42
		2	\$7.61		\$68.83	\$30.42
		3	\$13.51		\$68.83	\$30.42
A.2.44	Network Interface Device (NID) - 2 line				\$71.49	\$48.87
A.2.45	Network Interface Device (NID) - 6 line				\$113.89	\$89.07
A.3	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)					
A.3.12	Unbundled Loop Concentration - System A (TR008)		\$449.49		\$359.42	
A.3.13	Unbundled Loop Concentration - System B (TR008)		\$53.44		\$149.76	
A.3.14	Unbundled Loop Concentration - System A (TR303)		\$487.33		\$359.42	
A.3.15	Unbundled Loop Concentration - System B (TR303)		\$90.05		\$149.76	
A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card		\$5.04		\$71.70	\$51.52
A.3.17	Unbundled Loop Concentration - POTS Card		\$2.00		\$16.59	\$16.50
A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)		\$8.00		\$16.59	\$16.50
A.3.19	Unbundled Loop Concentration - SPOTS Card		\$11.90		\$16.59	\$16.50
A.3.20	Unbundled Loop Concentration - Specials Card		\$7.10		\$16.59	\$16.50
A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card		\$34.68		\$16.59	\$16.50
A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		\$10.51		\$16.59	\$16.50
A.4	4-WIRE ANALOG VOICE GRADE LOOP					
A.4.1	4-Wire Analog Voice Grade Loop	1	\$18.89		\$167.86	\$115.15
		2	\$26.84		\$167.86	\$115.15
		3	\$47.62		\$167.86	\$115.15

Notes:

** Interim rates, perm. rates to be est. in Docket No. 981834-TP/990321-TP

Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb Order, and 9/6/02 120-day UNE Decision.

Statement of Generally Available Terms and Conditions
Florida Price List

BellSouth Telecommunications, Inc.
 SGAT - Attachment A
 September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	First	Additional
A.5	2-WIRE ISDN DIGITAL GRADE LOOP					
A.5.1	2-Wire ISDN Digital Grade Loop	1	\$19.28		\$147.69	\$94.41
		2	\$27.40		\$147.69	\$94.41
		3	\$48.62		\$147.69	\$94.41
A.5.6	Universal Digital Channel	1	\$19.28		\$147.69	\$94.41
		2	\$27.40		\$147.69	\$94.41
		3	\$48.62		\$147.69	\$94.41
A.6	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP					
A.6.1wLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)					
	A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	\$8.30		\$149.53	\$103.85
		2	\$11.80		\$149.53	\$103.85
		3	\$20.94		\$149.53	\$103.85
A.6.1woLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)					
	A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	\$8.30		\$124.83	\$71.12
		2	\$11.80		\$124.83	\$71.12
		3	\$20.94		\$124.83	\$71.12
A.7	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HD SL) COMPATIBLE LOOP					
A.7.1wLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HD SL) COMPATIBLE LOOP (Nonrecurring w/ LMU)					
	A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HD SL) Compatible Loop	1	\$7.22		\$159.09	\$113.41
		2	\$10.26		\$159.09	\$113.41
		3	\$18.21		\$159.09	\$113.41
A.7.1woLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HD SL) COMPATIBLE LOOP (Nonrecurring w/o LMU)					
	A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HD SL) Compatible Loop	1	\$7.22		\$134.40	\$80.69
		2	\$10.26		\$134.40	\$80.69
		3	\$18.21		\$134.40	\$80.69

Notes:

** Interim rates, perm. rates to be est. in Docket No. 981834-TP/990321-TP

Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non	Nonrecurring	
				Recurring	First	Additional
A.8	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP					
A.8.1wLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)					
	A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$10.86	\$193.31	\$138.98	
		2	\$15.44	\$193.31	\$138.98	
		3	\$27.39	\$193.31	\$138.98	
A.8.1woLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)					
	A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$10.86	\$168.62	\$115.47	
		2	\$15.44	\$168.62	\$115.47	
		3	\$27.39	\$168.62	\$115.47	
A.9	4-WIRE DS1 DIGITAL LOOP					
A.9.1	4-Wire DS1 Digital Loop	1	\$70.74	\$313.75	\$181.48	
		2	\$100.54	\$313.75	\$181.48	
		3	\$178.39	\$313.75	\$181.48	
A.9.2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	\$42.59	\$133.77	\$78.02	
		2	\$60.53	\$133.77	\$78.02	
		3	\$107.39	\$133.77	\$78.02	
A.10	4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP					
A.10.1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	\$22.20	\$161.56	\$108.85	
		2	\$31.56	\$161.56	\$108.85	
		3	\$55.99	\$161.56	\$108.85	
A.12	CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)					
A.12.1	Unbundled Loop Concentration - System A (TR008)		\$455.13	\$223.53	\$120.93	
A.12.2	Unbundled Loop Concentration - System B (TR008)		\$79.96	\$223.53	\$120.93	
A.12.3	Unbundled Loop Concentration - System A (TR303)		\$488.67	\$223.53	\$120.93	
A.12.4	Unbundled Loop Concentration - System B (TR303)		\$113.49	\$223.53	\$120.93	
A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	1	\$47.81	\$133.77	\$78.02	
		2	\$67.95	\$133.77	\$78.02	
		3	\$120.57	\$133.77	\$78.02	

Notes:

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Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non	Nonrecurring	
				Recurring	First	Additional
A.12.6	Unbundled Loop Concentration - POTS Card		\$2.03		\$16.59	\$16.50
A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)		\$8.11		\$16.59	\$16.50
A.12.8	Unbundled Loop Concentration - SPOTS Card		\$12.05		\$16.59	\$16.50
A.12.9	Unbundled Loop Concentration - Specials Card		\$35.12		\$16.59	\$16.50
A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card		\$10.65		\$16.59	\$16.50
A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		\$10.65		\$16.59	\$16.50
A.13	2-WIRE COPPER LOOP					
A.13.1wLMU	2-Wire Copper Loop - short (Nonrecurring w/ LMU)					
	A.13.1 2-Wire Copper Loop - short	1	\$8.30		\$148.50	\$102.82
		2	\$11.50		\$148.50	\$102.82
		3	\$20.94		\$148.50	\$102.82
A.13.1woLMU	2-Wire Copper Loop - short (Nonrecurring w/o LMU)					
	A.13.1 2-Wire Copper Loop - short	1	\$8.30		\$123.01	\$70.09
		2	\$11.50		\$123.01	\$70.09
		3	\$20.94		\$123.01	\$70.09
A.13.7wLMU	2-Wire Copper Loop - long (Nonrecurring w/ LMU)					
	A.13.7 2-Wire Copper Loop - long	1	\$17.42		\$148.50	\$102.82
		2	\$24.76		\$148.50	\$102.82
		3	\$43.94		\$148.50	\$102.82
A.13.7woLMU	2-Wire Copper Loop - long (Nonrecurring w/o LMU)					
	A.13.7 2-Wire Copper Loop - long	1	\$17.42		\$123.81	\$70.09
		2	\$24.76		\$123.81	\$70.09
		3	\$43.94		\$123.81	\$70.09
A.13.12	2-Wire Unbundled Copper Loop - Non Design					
		1	\$7.69		\$44.98	\$20.90
		2	\$10.92		\$44.98	\$20.90
		3	\$19.38		\$44.98	\$20.90
A.14	4-WIRE COPPER LOOP					
A.14.1wLMU	4-Wire Copper Loop - short (Nonrecurring w/ LMU)					
	A.14.1 4-Wire Copper Loop - short	1	\$11.83		\$177.87	\$132.76
		2	\$16.81		\$177.87	\$132.76
		3	\$29.82		\$177.87	\$132.76

Notes:

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**Statement of Generally Available Terms and Conditions
Florida Price List**

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Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non Recurring	Nonrecurring	
					First	Additional
A.14.1woLMU	4-Wire Copper Loop - short (Nonrecurring w/o LMU)					
	A.14.1 4-Wire Copper Loop - short	1	\$11.83	\$153.18	\$100.03	
		2	\$16.81	\$153.18	\$100.03	
		3	\$29.82	\$153.18	\$100.03	
A.14.7wLMU	4-Wire Copper Loop - long (Nonrecurring w/ LMU)					
	A.14.7 4-Wire Copper Loop - long	1	\$31.10	\$177.87	\$132.76	
		2	\$44.20	\$177.87	\$132.76	
		3	\$78.42	\$177.87	\$132.76	
A.14.7woLMU	4-Wire Copper Loop - long (Nonrecurring w/o LMU)					
	A.14.7 4-Wire Copper Loop - long	1	\$31.10	\$153.18	\$100.03	
		2	\$44.20	\$153.18	\$100.03	
		3	\$78.42	\$153.18	\$100.03	
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)					
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair		\$0.4572	\$18.02		
A.16	HIGH CAPACITY UNBUNDLED LOCAL LOOP					
A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		\$386.88	\$556.37	\$343.01	
A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		\$10.92			
A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		\$618.65	\$561.12	\$265.23	
A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		\$8.29			
A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		\$1,965.00	\$680.93	\$265.23	
A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		\$10.20			
A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		\$1,610.00	\$680.93	\$265.23	
A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		\$33.45			
A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		\$561.59	\$436.71	\$211.79	
A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		\$426.60	\$556.37	\$343.01	
A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		\$10.92			
A.17	LOOP CONDITIONING					
A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short			\$0.00		
A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long			\$343.12		
A.17.3	Unbundled Loop Modification - Bridged Tap Removal			\$10.52		
A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal			\$10.11		
A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal			\$15.58		

Notes:

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				Non Recurring	Nonrecurring	
					First	Additional
A.18	MULTIPLEXERS					
A.18.1	Channelization - Channel System DS1 to DS0		\$146.77	\$101.42	\$71.62	
A.18.2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$2.10	\$10.07	\$7.08	
A.18.3	Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.66	\$10.07	\$7.08	
A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38	\$10.07	\$7.08	
A.18.5	Channelization - Channel System DS3 to DS1		\$211.19	\$199.28	\$118.64	
A.18.6	Interface Unit - Interface DS3 to DS1		\$13.76	\$10.07	\$7.08	
A.19	LOOP TESTING BEYOND VOICE GRADE					
A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour			\$48.65	\$23.95	
A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour			\$63.48	\$31.35	
A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour			\$78.30	\$38.74	
B.0	UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES					
B.1	EXCHANGE PORTS (Includes access to vertical features)					
B.1.1	Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)		\$2.64	\$3.74	\$3.63	
B.1.2	Exchange Ports - 4-Wire Analog Voice Grade Port		\$9.44	\$3.74	\$3.63	
B.1.3	Exchange Ports - 2-Wire DID Port		\$9.97	\$78.41	\$15.82	
B.1.4	Exchange Ports - DDITS Port		\$56.19	\$151.11	\$77.75	
B.1.5	Exchange Ports - 2-Wire ISDN Port		\$10.07	\$46.83	\$50.68	
B.1.6	Exchange Ports - 4-Wire ISDN DS1 Port		\$83.98	\$174.61	\$95.17	
B.1.7	Exchange Ports - 2-Wire Analog Line Port (PBX)		\$2.64	\$39.06	\$18.18	
C.0	UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION					
C.1	END OFFICE SWITCHING					
C.1.1	End Office Switching Function, Per MOU		\$0.0007662			
C.1.2	End Office Trunk Port - Shared, Per MOU		\$0.0001640			
C.2	TANDEM SWITCHING					
C.2.1	Tandem Switching Function Per MOU		\$0.0001319			
C.2.2	Tandem Trunk Port - Shared, Per MOU		\$0.0002350			
D.0	UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT					
D.1	COMMON TRANSPORT					
D.1.1	Common Transport - Per Mile, Per MOU		\$0.0000035			
D.1.2	Common Transport - Facilities Termination Per MOU		\$0.0004372			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non	Nonrecurring	
				Recurring	First	Additional
D.2	INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE					
D.2.1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0 0091			
D.2.2	Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		\$25 32	\$47.35	\$31.78	
D.3	INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS					
D.3.1	Interoffice Transport - Dedicated - DS0 - Per Mile		\$0.0091			
D.3.2	Interoffice Transport - Dedicated - DS0 - Facility Termination		\$18.44	\$47.35	\$31.78	
D.4	INTEROFFICE TRANSPORT - DEDICATED - DS1					
D.4.1	Interoffice Transport - Dedicated - DS1 - Per Mile		\$0 1856			
D.4.2	Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44	\$105.54	\$98.47	
D.5	LOCAL CHANNEL - DEDICATED					
D.5.1	Local Channel - Dedicated - 2-Wire Voice Grade	1	\$19 66	\$265.84	\$46.97	
		2	\$27 94	\$265 84	\$46.97	
		3	\$49 58	\$265 84	\$46.97	
D.5.2	Local Channel - Dedicated - 4-Wire Voice Grade	1	\$20 45	\$266 54	\$47 67	
		2	\$29.06	\$266.54	\$47.67	
		3	\$51.56	\$266 54	\$47.67	
D.5.7	Local Channel - Dedicated - DS3 - Per Mile		\$8.50			
D.5.8	Local Channel - Dedicated - DS3 - Facility Termination		\$531.91	\$556.37	\$343.01	
D.5.10	Local Channel - Dedicated - OC3 - Per Mile		\$7.14			
D.5.11	Local Channel - Dedicated - OC3 - Facility Termination		\$892.72	\$561.12	\$265.23	
D.5.13	Local Channel - Dedicated - OC12 - Per Mile		\$10.20			
D.5.14	Local Channel - Dedicated - OC12 - Facility Termination		\$2,614.00	\$680.93	\$265.23	
D.5.16	Local Channel - Dedicated - OC48 - Per Mile		\$33.45			
D.5.17	Local Channel - Dedicated - OC48 - Facility Termination		\$1,842.00	\$680.93	\$265.23	
D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		\$555 69	\$436 71	\$211.79	
D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination		\$540.69	\$556.37	\$343.01	
D.5.23	Local Channel - Dedicated - STS-1 -Per Mile		\$8.50			
D.5.24	Local Channel - Dedicated - DS1	1	\$36.49	\$216.65	\$183.54	
		2	\$51.85	\$216.65	\$183.54	
		3	\$92.00	\$216.65	\$183.54	
D.6	INTEROFFICE TRANSPORT - DEDICATED - DS3					
D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile		\$3.87			
D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination		\$1,071.00	\$335.46	\$219.28	

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				Non Recurring	Nonrecurring	
					First	Additional
D.7	INTEROFFICE TRANSPORT - DEDICATED - OC3					
D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile		\$7.65			
D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination		\$2,884.00	\$507.67	\$211.79	
D.8	INTEROFFICE TRANSPORT - DEDICATED - OC12					
D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile		\$24.55			
D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination		\$11,076.00	\$627.49	\$211.79	
D.9	INTEROFFICE TRANSPORT - DEDICATED - OC48					
D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile		\$31.62			
D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination		\$11,898.00	\$627.49	\$211.79	
D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		\$1,145.00	\$338.68	\$211.79	
D.10	INTEROFFICE TRANSPORT - DEDICATED - STS-1					
D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile		\$3.87			
D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		\$1,056.00	\$335.46	\$219.28	
D.12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE					
D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		\$0.0091			
D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		\$22.58	\$47.35	\$31.78	
E.0	SIGNALING NETWORK, DATA BASES, & SERVICE MANAGEMENT SYSTEMS					
E.1	800 ACCESS TEN DIGIT SCREENING					
E.1.1	800 Access Ten Digit Screening, Per Call		\$0.0006252			
E.1.2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved			\$4.15	\$0.70	
E.1.3	800 Access Ten Digit Screening, Per 800 No. Established W/O POTS Translations			\$8.78	\$1.18	
E.1.4	800 Access Ten Digit Screening, Per 800 No. Established With POTS Translations			\$8.78	\$1.18	
E.1.5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number			\$4.15	\$2.07	
E.1.6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No.			\$4.85	\$2.78	
E.1.7	800 Access Ten Digit Screening, Change Charge Per Request			\$4.85	\$0.70	
E.1.8	800 Access Ten Digit Screening, Call Handling and Destination Features			\$4.15		
E.1.9	800 Access Ten Digit Screening, w/ 8FL No. Delivery		\$0.0006252			
E.1.10	800 Access Ten Digit Screening, w/ POTS No. Delivery		\$0.0006252			
E.2	LINE INFORMATION DATA BASE ACCESS (LIDB)					
E.2.1	LIDB Common Transport Per Query		\$0.0000203			
E.2.2	LIDB Validation Per Query		\$0.0136959			
E.2.3	LIDB Originating Point Code Establishment or Change			\$55.13		
E.3	CCS7 SIGNALING TRANSPORT					
E.3.1	CCS7 Signaling Connection, Per 56Kbps Facility		\$17.93	\$43.57		

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				Non Recurring	Nonrecurring	
					First	Additional
E.3.2	CCS7 Signaling Termination, Per STP Port		\$135.05			
E.3.3	CCS7 Signaling Usage, Per Call Setup Message		\$0.0000152			
E.3.4	CCS7 Signaling Usage, Per TCAP Message		\$0.0000607			
E.3.7	CCS7 Signaling Connection, Per link (A link)		\$17.93			
E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)		\$17.93			
E.3.9	CCS7 Signaling Usage, Per ISUP Message		\$0.0000152			
E.3.10	CCS7 Signaling Usage Surrogate, per link		\$694.32			
E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected			\$46.03		
E.4	BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE					
E.4.1	CNAM for DB Owners - Service Establishment, Manual				\$25.35	
E.4.2	CNAM for Non DB Owners - Service Establishment, Manual				\$25.35	
E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment				\$1,592.00	\$1,177.00
E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment				\$546.51	\$393.82
E.4.5	CNAM for DB and Non DB Owners, Per Query		\$0.0010240			
E.5	BELLSOUTH ACCESS TO E911 SERVICE					
E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	1	\$21.94		\$265.84	\$46.97
		2	\$29.62		\$265.84	\$46.97
		3	\$57.22		\$265.84	\$46.97
E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)		\$0.0091			
E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D.2.2)		\$25.32		\$47.35	\$31.78
E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.24)	1	\$35.28		\$216.65	\$183.54
		2	\$47.63		\$216.65	\$183.54
		3	\$92.01		\$216.65	\$183.54
E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)		\$0.1856			
E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)		\$88.44		\$105.54	\$98.47
E.6	LNP QUERY SERVICE					
E.6.1	LNP Cost Per query		\$0.0008520			
E.6.2	LNP Service Establishment Manual				\$13.83	
E.6.3	LNP Service Provisioning with Point Code Establishment				\$665.50	\$334.88

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				Non Recurring	Nonrecurring First	Additional
G.0	SELECTIVE ROUTING					
G.9	SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)					
G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch			\$93.55		
G.11	SELECTIVE CARRIER ROUTING (AIN SOLUTION)					
G 11.1	Service Establishment per CLEC			\$193,444.00		
G 11.2	Service Establishment per End Office			\$187.36		
G 11.4	Query Cost		\$0.0031868			
H.0	COLLOCATION					
H.1	PHYSICAL COLLOCATION					
H.1.1	Physical Collocation - Application Cost			\$2,597.00		
H.1.46	Physical Collocation - Application Cost - Subsequent			\$2,236.00		
**	Physical Collocation - Administrative Only Application Fee			\$742.00		
H.1.41	Space Preparation - C.O. Modification per square ft.		\$2.38			
H.1.43	Space Preparation - Common Systems Modification - per Cage		\$92.55			
H 1.45	Firm Order Processing			\$288.93		
H.1.23	Physical Collocation - Welded Wire Cage First 100 Sq. Ft.		\$189.45			
H.1.24	Physical Collocation - Welded Wire Cage Addn'l 50 Sq. Ft.		\$18.58			
H.1.5	Physical Collocation - Cable Installation Cost per Cable			\$1,750.00		
H.1.6	Physical Collocation - Floor Space per Sq. Ft.		\$7.86			
H.1.7	Physical Collocation - Cable Support Structure per Entrance Cable		\$18.96			
H.1.8	Physical Collocation - Power, per Fused AMP		\$7.80			
**	Physical Collocation - Power Reduction Application Fee		\$399.43			
H 1.50	Physical Collocation - 120V, Single Phase Standby Pwr Cost		\$5.56			
H.1.51	Physical Collocation - 240V, Single Phase Standby Pwr / AC Breaker AMP		\$11.14			
H 1.52	Physical Collocation - 120V, Three Phase Standby Pwr/ AC Breaker AMP		\$16.70			
H 1.53	Physical Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		\$38.57			
H 1.9	Physical Collocation - 2-Wire Cross-Connects		\$0.0276		\$8.22	\$7.22
H.1.10	Physical Collocation - 4-Wire Cross-Connects		\$0.0552		\$8.42	\$7.36
H 1.11	Physical Collocation - DS1 Cross-Connects		\$1.32		\$27.77	\$15.52
H.1.12	Physical Collocation - DS3 Cross-Connects		\$16.81		\$25.48	\$14.05
H 1.13	Physical Collocation - 2 Wire POT Bay		\$0.1006			
H 1.14	Physical Collocation - 4 Wire POT Bay		\$0.2012			
H 1.15	Physical Collocation - DS1 POT Bay		\$1.42			
H.1.16	Physical Collocation - DS3 POT Bay		\$12.67			
H.1.31	Physical Collocation - 2-Fiber Cross-Connects		\$3.34		\$41.94	\$30.52
H.1.32	Physical Collocation - 4-Fiber Cross-Connects		\$5.92		\$51.30	\$39.87
**	Physical Collocation - Request Resend of CFA Information, per CLLI			\$77.54		
H 1.33	Physical Collocation - 2-Fiber POT Bay		\$43.24			
H 1.34	Physical Collocation - 4-Fiber POT Bay		\$58.31			

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				Non Recurring	Nonrecurring	
					First	Additional
H.1.17	Physical Collocation - Security Escort - Basic per Half Hour				\$33.99	\$21.54
H.1.18	Physical Collocation - Security Escort - Overtime per Half Hour				\$44.27	\$27.82
H.1.19	Physical Collocation - Security Escort - Premium per Half Hour				\$54.55	\$34.10
H.1.37	Security Access System - Security System per Central Office Premises per assignable square foot		\$0.0105			
H.1.38	Security Access System - New Access Card Activation, per card		\$0.0577	\$55.80		
H.1.39	Security Access System - Administrative Charge, Existing Card, per Card			\$15.65		
H.1.40	Access Card, Replace lost or stolen card, per card			\$45.75		
H.1.54	Security Access - Initial Key, per Key			\$26.30		
H.1.55	Security Access - Key, Replace Lost or Stolen Key, per Key			\$26.30		
H.1.47	Space Availability Report per C.O.			\$2,159.00		
H.2	VIRTUAL COLLOCATION					
	Virtual Collocation - Application Fee/Planning Fee Initial Request			\$4,122.00		
	Virtual Collocation - Application Fee/Planning Fee Additional Cable Request			\$1,249.00		
	Virtual Collocation - Floor Space/Land and Building, per sq. ft.		\$4.25			
	Virtual Collocation - Cable Installation, per Cable		\$12.45	\$965.00		
	Virtual Collocation - Cable Rack, per 1/4 Rack		\$2.24			
	Virtual Collocation - Power, per Amp		\$6.95			
**	Virtual Collocation - Cable Support Structure per Entrance Cable		\$13.35			
	Virtual Collocation - Cross Connects					
	2-Wire, per 100 Circuits		\$5.02	\$1,157.00		
	4-Wire, per 100 Circuits		\$5.02	\$1,157.00		
	DS1 - DCS, per 28 Circuits		\$226.39	\$1,950.00		
	DS1 - DSX, per 28 Circuits		\$11.51	\$1,950.00		
	DS3 - DCS, per Circuit		\$56.97	\$528.00		
	DS3 - DSX per Circuit		\$10.06	\$528.00		
	Fiber Cross Connect, per Connection		\$6.71	\$2,431.00		
	Virtual to Virtual Connection					
	Fiber, per Cable		\$0.19	\$526.17		
	DS1/DS3, per Cable		\$0.17	\$134.46		
	Virtual Collocation Equipment Maintenance and Security Escort					
	Regular Time, per 1/4 Hour			\$10.89		
	Overtime, per 1/4 Hour			\$13.64		
	Premium Time, per 1/4 Hour			\$16.40		
H.3	ASSEMBLY POINT					
H.3.1	Assembly Point: 2-Wire Cross Connects		\$0.8956		\$24.60	\$23.60
H.3.2	Assembly Point: 4-Wire Cross Connects		\$1.79		\$24.79	\$23.74
H.3.3	Assembly Point: DS-1 Cross Connects		\$12.23		\$44.07	\$31.86

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SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring	
					First	Additional
H.4	ADJACENT COLLOCATION					
H.4.1	Adjacent Collocation - Space Cost per Sq. Ft		\$0 1635			
H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft		\$5.11			
H.4.3	Adjacent Collocation - 2-Wire Cross-Connects		\$0 0213	\$24.69	\$23.69	
H.4.4	Adjacent Collocation - 4-Wire Cross-Connects		\$0 0426	\$24.88	\$23.83	
H.4.5	Adjacent Collocation - DS1 Cross-Connects		\$1.22	\$44.24	\$31.98	
H.4.6	Adjacent Collocation - DS3 Cross-Connects		\$16.56	\$41.94	\$30.52	
H.4.7	Adjacent Collocation - 2-Fiber Cross-Connects		\$2.81	\$41.94	\$30.52	
H.4.8	Adjacent Collocation - 4-Fiber Cross-Connects		\$5.36	\$51.30	\$39.87	
H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost		\$5.38			
H.4.17	Adjacent Collocation - 240V, Single Phase Standby Pwr/ AC Breaker AMP		\$10.77			
H.4.18	Adjacent Collocation - 120V, Three Phase Standby Pwr / AC Breaker AMP		\$16.15			
H.4.19	Adjacent Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		\$37.30			
H.4.9	Adjacent Collocation - Application Cost			\$2,785.00		
H.1.7	Adjacent Collocation - Cable Support Structure per Entrance Cable		\$18.96			
H.6	PHYSICAL COLLOCATION IN THE REMOTE TERMINAL (RT) B538					
H.6.1	Physical Collocation in the RT - Application Fee			\$617.91		
H.6.2	Physical Collocation in the Remote Terminal (RT) per Bay / Rack:		\$219.49			
H.6.3	Physical Collocation in the RT - Security Access - Key			\$26.30		
H.6.4	Physical Collocation in the RT - Space Availability Report per premises requested			\$232.69		
H.6.5	Physical Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			\$75.41		
**	Physical Collocation in the RT - Remote Site DLEC Data (BRSDD) per CD, per CO			\$233.51		
H.7	COLLOCATION CABLE RECORDS					
H.7.1	Collocation Cable Records - per cable record			\$1,525.00	\$980.22	
H.7.2	Collocation Cable Records - VG/DS0 Cable, per cable record			\$656.50	\$656.50	
H.7.3	Collocation Cable Records - VG/DS0 Cable, per each 100 pair			\$9.66	\$9.66	
H.7.4	Collocation Cable Records - DS1, per T1TIE			\$4.52	\$4.52	
H.7.5	Collocation Cable Records - DS3, per T3TIE			\$15.82	\$15.82	
H.7.6	Collocation Cable Records - Fiber Cable, per cable record			\$169.67	\$169.67	
H.8	VIRTUAL COLLOCATION IN THE REMOTE TERMINAL (RT)					
H.8.1	Virtual Collocation in the RT - Application Fee			\$615.61		
H.8.2	Virtual Collocation in the Remote Terminal (RT) per Bay / Rack:		\$233.38			
H.8.3	Virtual Collocation in the RT - Space Availability Report per premises requested			\$231.82		
H.8.4	Virtual Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			\$75.13		

Notes:

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				Non Recurring	Nonrecurring First	Additional
J.0	OTHER					
J.1	DARK FIBER					
J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		\$55.04		\$751.34	\$193.88
J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		\$26.85		\$751.34	\$193.88
J.3	LOOP MAKE UP					
J.3.1	Mechanized Loop Make up		\$0.6784			
J.3.3	Manual Loop Make-up w/o Facility Reservation Number			\$52.17		
J.3.4	Manual Loop Make-up w/ Facility Reservation Number			\$55.07		
J.4	LINE SHARING SPLITTER - DATA					
J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)		\$119.72	\$379.13		
J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)		\$29.93	\$379.13		
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)		\$0.61		\$29.68	\$21.28
J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)				\$21.68	\$16.44
J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per LSOD			\$115.72		
J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per occurrence of each group of 24 lines (48 pairs)			\$57.94		
J.5	ACCESS TO THE DCS					
J.5.1	Customer Reconfiguration Establishment				\$1.63	
J.5.2	DS1 DCS Termination with DS0 Switching		\$27.39		\$32.89	\$23.58
J.5.3	DS1 DCS Termination with DS1 Switching		\$11.70		\$25.07	\$15.76
J.5.4	DS3 DCS Termination with DS1 Switching		\$146.81		\$32.89	\$23.58
K.0	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES					
K.1	BELLSOUTH AIN SMS ACCESS SERVICE					
K.1.1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			\$43.56		
K.1.2	AIN SMS Access Service - Port Connection - Dnal/Shared Access			\$8.64		
K.1.3	AIN SMS Access Service - Port Connection - ISDN Access			\$8.64		
K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code			\$38.66		
K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			\$75.10		
K.1.6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		\$0.0028			
K.1.7	AIN SMS Access Service - Session, Per Minute		\$0.7809			
K.1.8	AIN SMS Access Service - Company Performed Session, Per Minute		\$0.4609			
K.2	BELLSOUTH AIN TOOLKIT SERVICE					
K.2.1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			\$43.56		
K.2.2	AIN Toolkit Service - Training Session, Per Customer			\$8,439.00		
K.2.3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			\$8.64		

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				Non	Nonrecurring	
				Recurring	First	Additional
K.2.4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			\$8.64		
K.2.5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			\$8.64		
K.2.6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			\$38.06		
K.2.7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			\$38.06		
K.2.8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			\$38.06		
K.2.9	AIN Toolkit Service - Query Charge, Per Query		\$0.0535927			
K.2.10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		\$0.0063698			
K.2.11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		\$0.06			
K.2.12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		\$8.34	\$8.64		
K.2.13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		\$3.73	\$9.56		
K.2.14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		\$4.73	\$8.64		
K.2.15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		\$0.12	\$9.56		
L.0	ACCESS DAILY USAGE FILE (ADUF)					
L.1	ACCESS DAILY USAGE FILE (ADUF)					
L.1.1	ADUF, Message Processing, per message		\$0.001656			
L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message		\$0.0001245			
M.0	DAILY USAGE FILES					
M.1	ENHANCED OPTIONAL DAILY USAGE FILE					
M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message		\$0.080698			
M.2	OPTIONAL DAILY USAGE FILE					
M.2.1	Optional Daily Usage File: Recording, per Message		\$0.0000071			
M.2.2	Optional Daily Usage File: Message Processing, Per Message		\$0.002146			
M.2.3	Optional Daily Usage File: Message Processing, Per Magnetic Tape Provisioned		\$35.91			
M.2.4	Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		\$0.00010375			

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				Non Recurring	Nonrecurring	
					First	Additional
N.0	NONRECURRING COSTS					
N.1	SERVICE ORDER					
N.1.1	Electronic Service Order, per local service request			\$1.52		
N.1.2	Manual Service Order, per local service request			\$11.90		
N.1.5	Order Coordination			\$9.00		
N.1.6	Order Coordination for Specified Conversion Time			\$23.02		
P.0	UNBUNDLED LOOP COMBINATIONS					
	NOTE: Recurring rates for Ordinarily Combined combinations shall be the same as the recurring rates for Currently Combined combinations. Nonrecurring rates for Ordinarily Combined combinations shall be the sum of the nonrecurring rates for the individual elements that comprise the combination.					
P.1	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES, BUS, COIN, CENTREX, PBX)					
P.1.RESBUS	2-Wire VG Loop/Port Combo (Res, Bus, Coin) - switch-as-is					
	P.1.1 2-Wire Voice Grade Loop			\$9.77		
	P.1.2 Exchange Port - 2-Wire Line Port (Includes access to vertical features)			\$2.41		
		1		\$12.18		
				\$13.88		
				\$2.41		
		2		\$16.29		
				\$24.63		
				\$2.41		
		3		\$27.04		
	P.1.3 2-Wire Voice Grade Loop / Line Port Combination - Nonrecurring Costs - Switch-as-is				\$0.1020	\$0.1020

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				Non Recurring	Nonrecurring First	Additional
P.1.PBX	2-Wire VG Loop/Port Combo (PBX) - switch-as-is					
	P.1.1 2-Wire Voice Grade Loop		\$9.77			
	P.1.2 Exchange Port - 2-Wire Line Port (Includes access to vertical features)		\$2.41			
		1	\$12.18			
			\$13.88			
			\$2.41			
		2	\$16.29			
			\$24.63			
			\$2.41			
		3	\$27.04			
	P.1.13 2-Wire Voice Grade Loop/ Line Port Combination (PBX) Nonrecurring costs - switch-as-is				\$8.45	\$1.19
P.1.CENTREX	2-Wire VG Loop/Port Combo (CENTREX) - switch-as-is					
	P.1.1 2-Wire Voice Grade Loop		\$9.77			
	P.1.2 Exchange Port - 2-Wire Line Port (Includes access to vertical features)		\$2.41			
		1	\$12.18			
			\$13.88			
			\$2.41			
		2	\$16.29			
			\$24.63			
			\$2.41			
		3	\$27.04			
P.1.11	Centrex Common Block - Nonrecurring Costs - Switch-as-is				\$5.17	\$8.32
P.1.3	2-Wire Voice Grade Loop / Line Port Combination - Nonrecurring Costs - Switch-as-is				\$21.50	\$8.42
P.1.17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			\$7.86		

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Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non Recurring	Nonrecurring First	Additional
P.3	2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT					
P.3	2-Wire VG Loop/2-Wire DID Trunk Port - switch-as-is					
	A.1.2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	P.3.2 Exchange Ports - 2-Wire DID Port for Combinations (Includes access to vertical features)		\$9.95			
		1	\$22.19			
			\$17.40			
			\$9.95			
		2	\$27.35			
			\$30.87			
			\$9.95			
		3	\$40.82			
P.3.3	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Nonrecurring Costs - Switch-as-is				\$7.85	\$1.87
P.3.7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			\$32.26		
P.4	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT					
P.4	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - switch-as-is					
	P.4.1 2-Wire ISDN Digital Grade Loop		\$15.25			
	P.4.2 Exchange Port - 2-Wire ISDN Line Side Port (Includes access to vertical features)		\$8.62			
		1	\$23.87			
			\$21.67			
			\$8.62			
		2	\$30.29			
			\$38.46			
			\$8.62			
		3	\$47.08			
P.4.3	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Nonrecurring Costs - Switch-as-is				\$25.22	\$17.00

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				Non Recurring	Nonrecurring	
					First	Additional
P.5	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT					
P.5	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - switch-as-is					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	B.1.6 Exchange Ports - 4-Wire ISDN DS1 Port (Includes access to vertical features)		\$83.98			
		1	\$154.72			
			\$100.54			
			\$83.98			
		2	\$184.52			
			\$178.39			
			\$83.98			
		3	\$262.37			
P.5.3	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Nonrecurring Costs - Switch-as-is				\$84.17	\$61.38
P.5.5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per Channel			\$15.48		
P.5.6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone Numbers			\$0.5412		
P.5.7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone Numbers			\$12.71		
P.5.8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone Numbers			\$25.42		

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				Non Recurring	Nonrecurring	
					First	Additional
P.6	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT					
P.6-1	First 2W VG in DS1					
	A.1.2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18 1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$248.83			
			\$17.40			
			\$88.44			
			\$146.77			
			\$1.38			
		2	\$253.99			
			\$30.87			
			\$88.44			
			\$146.77			
			\$1.38			
		3	\$267.46			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 2-wire VG Loop with Dedicated DS1 Interoffice Transport - See Note on page 16				\$366.04	\$202.52

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				Non Recurring	Nonrecurring	
					First	Additional
P.6-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.6-3	Additional 2W VG in same DS1					
	A.1 2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$13.62			
			\$17.40			
			\$1.38			
		2	\$18.78			
			\$30.87			
			\$1.38			
		3	\$32.25			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.7	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT					
P.7-1	First 4W VG in DS1					
	A 4 1 4-Wire Analog Voice Grade Loop		\$18.89			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$255.48			
			\$26.84			
			\$88.44			
			\$146.77			
			\$1.38			
		2	\$263.43			
			\$47.62			
			\$88.44			
			\$146.77			
			\$1.38			
		3	\$284.21			

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	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-wire VG Loop with Dedicated DS1 Interoffice Transport - See Note on page 16				\$366.04	\$202.58
P.7-2	Per Mile					
P.7-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.7-3	Additional 4W VG in same DS1					
	A.4.1 4-Wire Analog Voice Grade Loop		\$18.89			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$20.27			
			\$26.84			
			\$1.38			
		2	\$28.22			
			\$47.62			
			\$1.38			
		3	\$49.00			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.8	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT					
P.8-1	First 4W 56 / 64 in DS1					
	A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		\$22.20			
	D.4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$2.10			
		1	\$259.51			

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				Non Recurring	Nonrecurring First	Nonrecurring Additional
			\$31.56			
			\$88.44			
			\$146.77			
			\$2.10			
		2	\$268.87			
			\$55.99			
			\$88.44			
			\$146.77			
			\$2.10			
		3	\$293.30			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport - See Note on page 16				\$366.04	\$202.58
P.8-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.8-3	Additional 4W 56 / 64 in same DS1					
	A.10.1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		\$22.20			
	A.18.2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$2.10			
		1	\$24.30			
			\$31.56			
			\$2.10			
		2	\$33.66			
			\$55.99			
			\$2.10			
		3	\$58.09			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84

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				Non Recurring	Nonrecurring First	Additional
P.11	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT					
P.11-1	Fixed					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
		1	\$159.18			
			\$100.54			
			\$88.44			
		2	\$188.98			
			\$178.39			
			\$88.44			
		3	\$266.83			
	P 17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport - See Note on page 16				\$392.21	\$224.08
P 11-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.13	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT					
P.13-1	First DS1 in DS3					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	D.6.2 Interoffice Transport - Dedicated - DS3 - Facility Termination		\$1,071.00			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
		1	\$1,366.69			
			\$100.54			
			\$1,071.00			
			\$211.19			
			\$13.76			
		2	\$1,396.49			

Notes:

** Interim rates, perm. rates to be est in Docket No. 981834-TP/990321-TP

Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Nonrecurring Additional
			\$178.39			
			\$1,071.00			
			\$211.19			
			\$13.76			
		3	\$1,474.34			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport - See Note on page 16				\$659.96	\$321.20
P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		\$3.87			
P.13-3	Additional DS1 in same DS3					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
		1	\$84.50			
			\$100.54			
			\$13.76			
		2	\$114.30			
			\$178.39			
			\$13.76			
		3	\$192.15			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.15	4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT					
P.15	4-Wire DS1 Digital Loop with DDITS Port - switch-as-is					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	B.1.4 Exchange Ports - DDITS Port (Includes access to vertical features)		\$56.19			
		1	\$126.93			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Additional
			\$100.54			
			\$56.19			
		2	\$156.73			
			\$178.39			
			\$56.19			
		3	\$234.58			
P.15.3	4-wire DS1 Digital Loop / DDITS Trunk Port Combination - Nonrecurring Costs - Switch-as-is				\$95.31	\$46.71
P.15.5	4-Wire DS1 Digital Loop / DDITS Trunk Port Combination -Subsequent Channel Activation - Per Channel			\$15.69		
P.16	2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT					
P.16-1	Fixed - Switch-as-is					
	A.1.2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	D.2.2 Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		\$25.32			
	B.1.1 Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)(Includes access to vertical features)		\$2.64			
		1	\$40.20			
			\$17.40			
			\$25.32			
			\$2.64			
		2	\$45.36			
			\$30.87			
			\$25.32			
			\$2.64			
		3	\$58.83			
P.16.3	2W VG Loop / 2W VG IO Transport / 2W Port Combination - Nonrecurring Costs - Switch-as-is				\$9.03	\$1.87
P.16-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0.0091			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Additional
P.23	EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT					
P.23-1	Fixed					
	A.1 2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	D.2.2 Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		\$25.32			
		1	\$37.56			
			\$17.40			
			\$25.32			
		2	\$42.72			
			\$30.87			
			\$25.32			
		3	\$56.19			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 2-wire VG Loop with 2-wire VG Interoffice Transport - See Note on page 16				\$222.29	\$113.13
P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0.0091			
P.24	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT					
P.24-1	Fixed					
	A.4.1 4-Wire Analog Voice Grade Loop		\$18.89			
	D.12.2 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		\$22.58			
		1	\$41.47			
			\$26.84			
			\$22.58			
		2	\$49.42			
			\$47.62			
			\$22.58			
		3	\$70.20			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Additional
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-wire VG Loop with 4-wire VG Interoffice Transport - See Note on page 16				\$222.29	\$113.13
P.24-2	D.12 1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		\$0.0091			
P.25	EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT					
P.25-1	Fixed					
	A.16 1 High Capacity Unbundled Local Loop - DS3 - Facility Termination		\$386.88			
	D.6.2 Interoffice Transport - Dedicated - DS3 - Facility Termination		\$1,071.00			
			\$1,457.88			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended DS3 Digital Loop with Dedicated DS3 Interoffice Transport - See Note on page 16				\$564.42	\$292.93
P.25-2	D 6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		\$3.87			
P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile		\$10.92			
P.26	EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT					
P.26-1	Fixed					
	A.16.15 High Capacity Unbundled Local Loop - STS-1 - Facility Termination		\$426.60			
	D.10.2 Interoffice Transport - Dedicated - STS-1 - Facility Termination		\$1,056.00			
			\$1,482.60			
	P 17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended STS1 Digital Loop with Dedicated STS1 Interoffice Transport - See Note on page 16				\$564.42	\$292.93
P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		\$3.87			
P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		\$10.92			

Notes:

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				Non Recurring	Nonrecurring First	Additional
P.50	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT					
P.50.VG-1	First Voice Grade in DS1 - Switch-as-is					
	A.9 1 4-Wire DS1 Digital Loop		\$70.74			
	B.1 1 Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)(Includes access to vertical features)		\$2.64			
	Q.1.1 D4 Channel Bank Inside CO - System		\$118.06			
	Q.1.4 Unbundled Loop Concentration - POTS Card		\$0.6402			
		1	\$192.08			
			\$100.54			
			\$2.64			
			\$118.06			
			\$0.64			
		2	\$221.88			
			\$178.39			
			\$2.64			
			\$118.06			
			\$0.64			
		3	\$299.73			
P.50.1	4-Wire DS1 Loop/Channelization Port Combination - Nonrecurring Costs - Switch-as-is				\$96.77	\$4.24
P.50.VG-2	Additional Voice Grade in same DS1					
	B.1.1 Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)(Includes access to vertical features)		\$2.64			
	Q.1.4 Unbundled Loop Concentration - POTS Card		\$0.64			
			\$3.28			
P.50.DID-1	First 2-Wire DID in DS1 - Switch-as-is					
	A.9 1 4-Wire DS1 Digital Loop		\$70.74			
	B.1.3 Exchange Ports - 2-Wire DID Port (Includes access to vertical features)		\$9.97			
	Q.1.1 D4 Channel Bank Inside CO - System		\$118.06			
	Q.1.4 Unbundled Loop Concentration - POTS Card		\$0.6402			
		1	\$199.41			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Additional
			\$100.54			
			\$9.97			
			\$118.06			
			\$0.6402			
		2	\$229.21			
			\$178.39			
			\$9.97			
			\$118.06			
			\$0.6402			
		3	\$307.06			
P.50.1	4-Wire DS1 Loop/Channelization Port Combination - Nonrecurring Costs - Switch-as-is				\$96.77	\$4.24
P.50.DID-2	Additional 2-Wire DID in same DS1					
	B 1.3 Exchange Ports - 2-Wire DID Port (Includes access to vertical features)		\$9.97			
	Q 1.4 Unbundled Loop Concentration - POTS Card		\$0.64			
			\$10.61			
P.50.ISDN-1	First ISDN in DS1 - Switch-as-is					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	B.1.5 Exchange Ports - 2-Wire ISDN Port (Includes access to vertical features)		\$10.07			
	Q.1.1 D4 Channel Bank Inside CO - System		\$118.06			
	Q.1.3 Unbundled Loop Concentration - ISDN (Brite Card)		\$2.92			
		1	\$201.79			
			\$100.54			
			\$10.07			
			\$118.06			
			\$2.92			
		2	\$231.59			
			\$178.39			
			\$10.07			
			\$118.06			
			\$2.92			
		3	\$309.44			
P.50.1	4-Wire DS1 Loop/Channelization Port Combination - Nonrecurring Costs - Switch-as-is				\$96.77	\$4.24

Notes:

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Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non Recurring	Nonrecurring First	Additional
P.50.ISDN-2	Additional ISDN in same DS1					
	B.1.5 Exchange Ports - 2-Wire ISDN Port (Includes access to vertical features)		\$10.07			
	Q.1.3 Unbundled Loop Concentration - ISDN (Brite Card)		\$2.92			
			\$12.99			
P.50.4	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Lines - Per Line			\$63.17		
P.50.5	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Trunks - Per Trunk			\$86.86		
P.51	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT					
P.51-1	First 2-Wire ISDN in DS1					
	A.5.1 2-Wire ISDN Digital Grade Loop		\$19.28			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.3 Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.66			
		1	\$258.15			
			\$27.40			
			\$88.44			
			\$146.77			
			\$3.66			
		2	\$266.27			
			\$48.62			
			\$88.44			
			\$146.77			
			\$3.66			
		3	\$287.49			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-ls				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 2-Wire ISDN Loop with DS1 Interoffice Transport - See note on page 16				\$366.04	\$202.58
P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			

Notes:

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring	
					First	Additional
P.51-3	Additional 2-wire ISDN in same DS1					
	A 5.1 2-Wire ISDN Digital Grade Loop		\$19.28			
	A 18.3 Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.66			
		1	\$22.94			
			\$27.40			
			\$3.66			
		2	\$31.06			
			\$48.62			
			\$3.66			
		3	\$52.28			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.52	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT					
P.52-1	First in DS1 in STS1					
	A.9 1 4-Wire DS1 Digital Loop		\$70.74			
	D.10.2 Interoffice Transport - Dedicated - STS-1 - Facility Termination		\$1,056.00			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
		1	\$1,351.69			
			\$100.54			
			\$1,056.00			
			\$211.19			
			\$13.76			
		2	\$1,381.49			
			\$178.39			
			\$1,056.00			
			\$211.19			
			\$13.76			
		3	\$1,459.34			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Nonrecurring Additional
	Nonrecurring Cost - New Extended 4-Wire DS1 Digital Loop with Dedicated STS-1 Interoffice transport - See Note on page 16				\$544.46	\$264.66
P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		\$3.87			
P.52-3	Additional DS1 in same STS1					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
		1	\$84.50			
			\$100.54			
			\$13.76			
		2	\$114.30			
			\$178.39			
			\$13.76			
		3	\$192.15			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.53	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
P.53-1	First 2-Wire VG in First DS1 in DS3					
	A.1.2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$473.78			

Notes.

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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Nonrecurring Additional
			\$17.40			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$1.38			
		2	\$478.94			
			\$30.87			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$1.38			
		3	\$492.41			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 2-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 16				\$366.04	\$202.58
P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.53-3	Additional 2-Wire VG in same DS1					
	A.1.2 2-Wire Analog Voice Grade Loop - Service Level 2		\$12.24			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$13.62			
			\$17.40			
			\$1.38			
		2	\$18.78			
			\$30.87			
			\$1.38			
		3	\$32.25			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84

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				Non Recurring	Nonrecurring	
					First	Additional
P.53-4	Additional DS1 in same DS3					
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
			\$248.97			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.54	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
P.54-1	First 4-Wire VG in First DS1 in DS3					
	A.4.1 4-Wire Analog Voice Grade Loop		\$18.89			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$480.43			
			\$26.84			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$1.38			
		2	\$488.38			
			\$47.62			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$1.38			
		3	\$509.16			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 16				\$366.04	\$202.58
P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			

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				Non Recurring	Nonrecurring First	Additional
P 54-3	Additional 4-Wire VG in same DS1					
	A.4.1 4-Wire Analog Voice Grade Loop		\$18.89			
	A.18.4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$1.38			
		1	\$20.27			
			\$26.84			
			\$1.38			
		2	\$28.22			
			\$47.62			
			\$1.38			
		3	\$49.00			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.54-4	Additional DS1 in same DS3					
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
			\$248.97			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.55	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
P.55-1	First 4-Wire in First DS1 in DS3					
	A.10.1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		\$22.20			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$2.10			
		1	\$484.46			
			\$31.56			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$2.10			
		2	\$493.82			

Notes:

** Interim rates, perm. rates to be est. in Docket No. 981834-TP/990321-TP

Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION		
				Non Recurring	Nonrecurring First	Nonrecurring Additional
			\$55.99			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$2.10			
		3	\$518.25			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-Wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 16				\$366.04	\$202.58
P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.55-3	Additional 4-Wire in same DS1					
	A.10.1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		\$22.20			
	A.18.2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$2.10			
		1	\$24.30			
			\$31.56			
			\$2.10			
		2	\$33.66			
			\$55.99			
			\$2.10			
		3	\$58.09			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.55-4	Additional DS1 in same DS3					
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
			\$248.97			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.56	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
P.56-1	First 2-Wire in First DS1 in DS3					

Notes

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Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision

Statement of Generally Available Terms and Conditions
Florida Price List

BellSouth Telecommunications, Inc.
 SGAT - Attachment A
 September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring	
					First	Additional
	A.5.1 2-Wire ISDN Digital Grade Loop		\$19.28			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.3 Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.66			
		1	\$483.10			
			\$27.40			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$3.66			
		2	\$491.22			
			\$48.92			
			\$88.44			
			\$211.19			
			\$13.76			
			\$146.77			
			\$3.66			
		3	\$512.74			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 2-Wire ISDN Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 16				\$366.04	\$202.58
P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			

Notes:

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**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
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Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring	
					First	Additional
P.56-3	Additional 2-Wire in same DS1					
	A.5 1 2-Wire ISDN Digital Grade Loop		\$19.28			
	A.18.3 Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.66			
		1	\$22.94			
			\$27.40			
			\$3.66			
		2	\$31.06			
			\$48.62			
			\$3.66			
		3	\$52.28			
	P.17 16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.56-4	Additional DS1 in same DS3					
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.1 Channelization - Channel System DS1 to DS0		\$146.77			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
			\$248.97			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84
P.57	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
P.57-1	First 4-Wire DS1 in DS3					
	A.9.1 4-Wire DS1 Digital Loop		\$70.74			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
	A.18.5 Channelization - Channel System DS3 to DS1		\$211.19			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
		1	\$384.13			

Notes:

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**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring First	Additional
			\$100.54			
			\$88.44			
			\$211.19			
			\$13.76			
		2	\$413.93			
			\$178.39			
			\$88.44			
			\$211.19			
			\$13.76			
		3	\$491.78			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 16				\$366.04	\$202.58
P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$0.1856			
P.57-3	Additional 4-Wire DS1 in same DS3					
	A 9.1 4-Wire DS1 Digital Loop		\$70.74			
	A.18.6 Interface Unit - Interface DS3 to DS1		\$13.76			
	D.4.2 Interoffice Transport - Dedicated - DS1 - Facility Termination		\$88.44			
		1	\$172.94			
			\$100.54			
			\$13.76			
			\$88.44			
		2	\$202.74			
			\$178.39			
			\$13.76			
			\$88.44			
		3	\$280.59			
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				\$6.71	\$4.84

Notes:

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Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision

**Statement of Generally Available Terms and Conditions
Florida Price List**

BellSouth Telecommunications, Inc.
SGAT - Attachment A
September 11, 2002

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N		
				Non Recurring	Nonrecurring	
					First	Additional
P.58	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT					
P.58-1	Fixed					
	A.10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		\$22.20			
	D.3.2 Interoffice Transport - Dedicated - DS0 - Facility Termination		\$18.44			
		1	\$40.64			
			\$31.56			
			\$18.44			
		2	\$50.00			
			\$55.99			
			\$18.44			
		3	\$74.43			
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$8.98	\$8.98
	Nonrecurring Cost - New Extended 4-Wire 56 or 64 Kbps Digital Loop with Dedicated DS0 Interoffice Transport - See Note on page 16				\$222.29	\$113.13
P.58-2	D.3 1 Interoffice Transport - Dedicated - DS0 - Per Mile		\$0.0091			

Notes:

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Rates per 10/18/01 UNE Order, 10/09/01 Covad Arb. Order, and 9/6/02 120-day UNE Decision.

B (Bona-Fide Request)

BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when a CLEC requests a change to any Services and Elements, including any new features, capabilities or functionalities.
- 1.1 A Bona Fide Request shall be submitted in writing by a CLEC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.2 Although not expected to do so, a CLEC may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.
- 1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLEC's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLEC's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLEC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLEC with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLEC as soon as practicable. A CLEC and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.5 As soon as possible, but in not event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLEC with a firm Bona Fide Request quote which will include, at a minimum, the firm availability

date, the applicable rates and the installation intervals, and a binding price quote.

- 1.6 Unless a CLEC agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLEC will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

C (Product/Technical
Desc.)

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SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

2.0 Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops

All of the terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 All terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.1.2 The provisioning of a Loop to the CLEC's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then the CLEC can use the Special Construction process to request that BellSouth place facilities in order respond to the request for Special Construction. The Loop intervals shall not apply to such a request.

2.1.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 14 or more Loops, the installation and any applicable Order Coordination as

described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the Order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.1.5 If the CLEC cancels an order for Network Elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5. If the CLEC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC.
- 2.1.1.6 The Loop shall be provided to the CLEC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.1.7 The CLEC may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.1.8 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where the CLEC has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and the CLEC shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by the CLEC using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.1.9 The CLEC will be responsible for testing and isolating troubles on the Loops. Once the CLEC has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.2.2 Order Coordination and Order Coordination-Time Specific
 - 2.2.2.1 "Order Coordination" (OC) allows BellSouth and the CLEC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to the CLEC's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at

BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.2.2.2 "Order Coordination – Time Specific" (OC-TS) allows the CLEC to order a specific time for OC to take place. BellSouth will make every effort to accommodate the CLEC's specific conversion time request. However, BellSouth reserves the right to negotiate with the CLEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. The CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If the CLEC specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, the CLEC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2.2.3 Cancellation Charges. If the CLEC cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

2.2.2.4 Expedite Charges. For expedited requests by the CLEC, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth’s FCC No. 1 Tariff, Section 5, will apply.

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

2.3 Unbundled Voice Loops (UVLs)

2.3.1 BellSouth shall make available the following UVLs:

2.3.1.1 2-wire Analog Voice Grade Loop – SL1

2.3.1.2 2-wire Analog Voice Grade Loop – SL2

2.3.1.3 4-wire Analog Voice Grade Loop

2.3.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that the CLEC will be able to continue to

provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.3.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by the CLEC. The CLEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

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

2.4 Unbundled Digital Loops

2.4.1 BellSouth will also offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.4.2 BellSouth shall make available the following UDLs:

2.4.2.1 2-wire Unbundled ISDN Digital Loop

2.4.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.4.2.3 2-wire Unbundled ADSL Compatible Loop

2.4.2.4 2-wire Unbundled HDSL Compatible Loop

2.4.2.5 4-wire Unbundled HDSL Compatible Loop

- 2.4.2.6 4-wire Unbundled DS1 Digital Loop
- 2.4.2.7 4-wire Unbundled Digital Loop/DS0 - 56 kbps, 64 kbps
- 2.4.2.8 DS3 Loop
- 2.4.2.9 STS-1 Loop
- 2.4.2.10 OC3 Loop
- 2.4.2.11 OC12 Loop
- 2.4.2.12 OC48 Loop
- 2.4.3 2-Wire Unbundled ISDN-Compatible Loop.** This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. The CLEC will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.4.3.1 2 Wire Universal Digital Channel (UDC)/IDSL compatible loop.** Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-compatible loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.4.3.2 The IDSL-compatible loop (also known as Universal Digital Channel (UDC)) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.4.3.3 The IDSL-compatible loop may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When IDSL-capable Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.4.4 2 or 4 Wire Unbundled HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.5 2 Wire Unbundled ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and

may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). This 2-wire circuit comes standard with a test point, Order Coordination, and a DLR

- 2.4.6 4 Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.7 4 Wire Unbundled Digital Loop/DS0. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.8 High Capacity Loops BellSouth also offers high capacity loops including DS3, STS-1, OC3, OC12 and OC48. These are designed loops that are provisioned according to industry standards and come standard with test point, Order Coordination and a DLR.

2.5 Unbundled Copper Loops (UCL)

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

2.6.1 BellSouth will make available the following UCL-Ds:

- 2.6.1.1 2-Wire UCL-D/short
- 2.6.1.2 2-Wire UCL-D/long
- 2.6.1.3 4-Wire UCL-D/short
- 2.6.1.4 4-Wire UCL-D/long

2.6.2 Unbundled Copper Loop – Designed (UCL-D)

2.6.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long. A short UCL (18,000 feet or less) is provisioned according to Resistance Design parameters, may

have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.6.2.2 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.6.2.3 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by the CLEC.

2.6.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.6.3.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

2.6.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, the CLEC can request Loop Make Up for which additional charges would apply.

2.6.3.3 At an additional charge, BellSouth also will make available Loop Testing so that the CLEC may request further testing on the UCL-ND

2.6.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BST's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.6.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of

BST facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

- 2.6.3.6 The CLEC may use BST's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BST network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.7 Loop Testing/Trouble Reporting

- 2.7.1 The CLEC will be responsible for testing and isolating troubles on the loops. Once the CLEC has isolated a trouble to the BellSouth provided loop, the CLEC will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.7.2 If the CLEC reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.3 The CLEC must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, the CLEC will be required to provide the results of the CLEC test which indicate a problem on the BellSouth provided loop. If the CLEC reports a trouble on a designed loop and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.4 Services provided over unbundled loops by the CLEC will be consistent with industry standards and BellSouth's TR73600 for the loop type ordered. The CLEC may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if the CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by the CLEC using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.8 Unbundled Loop Modifications (Line Conditioning)

- 2.8.1 BellSouth shall condition Loops, as requested by the CLEC, whether BellSouth offers advanced services to the End User on that Loop.
- 2.8.2 In some instances, the CLEC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that the CLEC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. The CLEC will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.
- 2.8.3 Loop conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 2.8.4 In those cases where the CLEC has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.8.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.8.6 The CLEC shall request Loop make up information at rates contained in Attachment A prior to submitting a service inquiry and/or a LSR for the Loop type that the CLEC desires BellSouth to condition.
- 2.8.7 BellSouth shall recover the cost of line conditioning requested by the CLEC through the rates contained in Attachment A.
- 2.9 Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.9.1 Where the CLEC has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to the CLEC. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to the CLEC (e.g. hairpinning).
- 2.9.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.9.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.9.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. The CLEC will then have the option of paying the one-time SC rates to place the loop.

2.10 Network Interface Device (NID)

2.10.1 Definition

2.10.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.10.1.2 BellSouth shall permit the CLEC to connect the CLEC's loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.10.2 Access to NID

2.10.2.1 The CLEC may access the end user's customer-premises wiring by any of the following means:

2.10.2.1.1 1) BellSouth shall allow the CLEC to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. The CLEC shall not disturb

the existing form of electrical protection and shall maintain the physical integrity of the NID;

- 2.10.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.10.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.10.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.10.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.10.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.10.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.10.3 Technical Requirements
- 2.10.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.10.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to the CLEC's NID.

2.10.3.3 Existing BellSouth NIDs will be provided in "as is" condition. The CLEC may request BellSouth do additional work to the NID on a time and material basis. When the CLEC deploys its own local loops with respect to multiple-line termination devices, the CLEC shall specify the quantity of NIDs connections that it requires within such device.

2.11 Sub-loop Elements

2.11.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.11.2 Unbundled Sub-Loop Distribution

2.11.2.1 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

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

2.11.2.2 **Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG)** is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils. USLD-VG facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the USLD-VG may have load coils, which are necessary for transmission of voice grade services.

2.11.2.3 **Unbundled Copper Sub-Loop (UCSL)** is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.11.2.4 If the CLEC requests a UCSL and it is not available, the CLEC may request the Sub-Loop facility be modified pursuant to the ULM process

request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

- 2.11.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable** (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property and is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for the CLEC's use on this cross-connect panel. The CLEC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.11.2.6 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, the CLEC shall deliver a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. The CLEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.11.2.7 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by the CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet the CLEC's request, then BellSouth will perform the set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that follows) to accommodate the CLEC's request for Unbundled Sub-Loops, the CLEC may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. The CLEC will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.11.2.8 Set-up must be completed before the CLEC can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect

panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.11.2.9 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when the CLEC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by the CLEC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

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

2.11.3 Unbundled Network Terminating Wire (UNTW)

2.11.3.1 Service Description

2.11.3.1.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop, which, in multi-subscriber configurations, represents the point at which, the network branches out to serve individual subscribers.

2.11.3.2 Basic Service Features

2.11.3.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.11.3.3 Requirements

2.11.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.11.3.4 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.11.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives

of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.11.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.11.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.11.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's future to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.11.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.11.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access

Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

- 2.11.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.11.3.12 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.11.3.13 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.11.4 Unbundled Sub-Loop Feeder

2.11.4.1 Definition

2.11.4.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.11.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.11.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.11.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the CLEC's loop distribution elements onto BellSouth's feeder system.

2.11.5 Requirements

2.11.5.1 The CLEC will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-

connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to the CLEC. The CLEC will then have the option of paying the special construction charges or canceling the order.

2.11.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.11.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11.6 Unbundled Loop Concentration (ULC)

2.11.6.1 BellSouth will provide to the CLEC Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.11.6.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to the CLEC at the CLEC's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.11.7 Unbundled Sub-Loop Concentration (USLC)

2.11.7.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide the CLEC with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into the CLEC's collocation space. TR-008 and TR303 interface standards are available.

2.11.7.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. One

System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

- 2.11.7.3 In these scenarios the CLEC would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow the CLEC's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.11.8 Access to Loop Make-up

- 2.11.8.1 BellSouth provides electronic access to loop make-up information through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth's databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces. BellSouth also provides manual access to loop make-up information.

2.11.9 Access to the High Frequency Portion of the Loop

- 2.11.9.1 BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by the CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit CLECs to install any splitters in that BellSouth deploys or permits to be deployed for

itself or any BellSouth Affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h).

3.0 Switching

3.0.1 All of the terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 Local Switching

3.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.4.1 to the CLEC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to the CLEC for the provision of a telecommunications service only in the limited circumstance described below in Section 3.2.6.

3.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on the CLEC regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

3.1.3.1 Definition

3.1.4 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically

feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 3.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for the CLEC when the CLEC serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4.2 In the event that the CLEC orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops within a top 50 MSA, Density Zone 1, BellSouth's sole recourse shall be to charge the CLEC a market based-rate for use of the local circuit switching functionality for the affected facilities.
- 3.1.4.3 A port includes all features then capable or a number of then capable features specifically requested by the CLEC. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.4.4 BellSouth will provide to the CLEC customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform; (iii) for the CLEC's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by the CLEC. The CLEC's customers may use the same dialing arrangements as BellSouth customers.
- 3.1.4.5 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.4.6 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.4.7 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to the CLEC purchasing local BellSouth switching and reselling BellSouth local exchange service under Section XIV of the SGAT, selective routing of calls to a requested directory assistance services platform or operator services platform. The CLEC's

customers may use the same dialing arrangements as BellSouth customers, but obtain the CLEC's branded service.

3.1.5 Technical Requirements

- 3.1.5.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.5.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.1.5.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.5.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by the CLEC will be made pursuant to the Bona Fide Request Process as set forth in General Terms and Conditions.
- 3.1.5.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.5.6 BellSouth shall activate service for a CLEC's customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to the CLEC's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.5.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.5.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.5.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.1.5.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.5.11 Special Services provided by BellSouth will include the following:
 - 3.1.5.11.1 Telephone Service Prioritization;

- 3.1.5.11.2 Related services for handicapped;
- 3.1.5.11.3 Soft dial tone where required by law; and
- 3.1.5.11.4 Any other service required by law.
- 3.1.5.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.1.5.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.1.5.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to the CLEC, upon a reasonable request from the CLEC. The CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.5.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 3.1.5.16 BellSouth shall offer to the CLEC all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 3.1.5.17 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from the CLEC's customers to the CLEC's directory assistance operators at the CLEC's option.
- 3.1.5.18 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from the CLEC's customers to the CLEC's operators at the CLEC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to the CLEC Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.1.5.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

- 3.1.6 Interface Requirements BellSouth shall provide the following interfaces to loops:
 - 3.1.6.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 3.1.6.2 Coin phone signaling;
 - 3.1.6.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 3.1.6.4 Two-wire analog interface to PBX;
 - 3.1.6.5 Four-wire analog interface to PBX;
 - 3.1.6.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 3.1.6.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 3.1.6.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 3.1.6.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.7 BellSouth shall provide access to the following but not limited to:
 - 3.1.7.1 SS7 Signaling Network or Multi-Frequency trunking if requested by the CLEC;
 - 3.1.7.2 Interface to the CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 3.1.7.3 Interface to the CLEC Directory Assistance Services through the CLEC's switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2 Packet Switching Capability

3.2.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 3.2.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.2.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.2.4 The ability to extract data units from the data channels on the loops, and
- 3.2.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.2.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 3.2.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 3.2.6.2 There are no spare copper loops capable of supporting the xDSL services the CLEC seeks to offer;
 - 3.2.6.3 BellSouth has not permitted the CLEC to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLEC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
 - 3.2.6.4 BellSouth has deployed packet switching capability for its own use.

3.3 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to the CLEC for the provision of a telecommunications service.

3.4 Rates

The prices that the CLEC shall pay to BellSouth for Network Elements and Other Services are set forth in Attachment A to the SGAT.

3.5 Operational Support Systems (OSS)

The rates for access to OSS are as set forth in Attachment A to the SGAT.

4. Unbundled Network Element Combinations

4.1 At the CLEC's request and subject to the terms and conditions set forth herein, BellSouth shall provide access to Currently Combined, and Ordinarily Combined combinations of port and loop unbundled network elements and loop and transport unbundled network elements, (hereinafter referred to as Enhanced Extended Links or "EELs"). BellSouth shall also provide access to Not Typically Combined combinations. Currently Combined, Ordinarily Combined and Not Typically Combined shall have the meaning set forth below.

4.1.1 Currently Combined network element combinations shall mean that such unbundled network elements are in fact already combined by BellSouth in the BellSouth network to provide telecommunications service to a particular location.

4.1.2 Ordinarily Combined network element combinations shall mean that such unbundled network elements are combined by BellSouth in the BellSouth network in the manner in which they are typically combined even if the particular elements being ordered are not actually physically connected at the time the order is placed.

4.1.3 Not Typically Combined unbundled network element combinations shall mean that such network elements are neither Currently Combined nor Ordinarily Combined as these terms are defined above. In compliance with FCC Rule 51.315(d), requests for combinations of Not Typically Combined unbundled network elements are available through the bona fide request process as set forth in Attachment B. Rates for Not Typically Combined unbundled network element combinations shall be negotiated through the bona fide request process.

4.2 Port/Loop Combinations

4.2.1 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill (SC), NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to the CLEC if the CLEC's customer has 4 or more DS0 equivalent lines. BellSouth shall make available loop and port combinations, as set forth in Section 4.3 below, except in those locations where BellSouth is not required to provide circuit switching.

4.2.2 Combinations of port and loop unbundled network elements provide local exchange service for the origination or termination of calls.

4.3 Currently Combined and Ordinarily Combined Port/Loop Combination Offerings:

4.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4.1 4-wire DS1 Loop with normal serving wire center channelization interface, unbundled port, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.4 Rates for Port/Loop Combinations

4.4.1 Recurring rates for Currently Combined and Ordinarily Combined port/loop unbundled network element combinations shall be as set forth in Attachment A. Nonrecurring rates for Currently Combined port/loop unbundled network element combinations shall be as set forth in Attachment A. Nonrecurring rates for Ordinarily Combined port/loop unbundled network element combinations shall be the sum of the nonrecurring rate as set forth in Attachment A for the individual unbundled network elements that make up the combination. To the extent that a CLEC seeks to obtain port/loop combinations of unbundled network elements that are Currently Combined or Ordinarily Combined in BellSouth's network but that are not priced in Attachment A, the CLEC may purchase such unbundled network element combinations at the sum of the stand-alone recurring and nonrecurring prices of the unbundled network elements which make up the combination.

4.5 EEL Combinations

4.5.1 At the CLEC's request, BellSouth shall provide access to Currently Combined and Ordinarily Combined EELs.

4.5.2 BellSouth will not make auditing a precondition to converting special access services provided by BellSouth to unbundled network elements; however, after the special access services have been converted to unbundled network elements, BellSouth may audit CLEC records in order to verify the type of traffic being transmitted over loop/transport unbundled network element combinations. If, based on its audits, BellSouth concludes that a CLEC is not providing a significant amount of local exchange traffic over the facilities; BellSouth may file a complaint with the Commission. CLEC's requirements regarding certification of its provision of a significant amount of local exchange traffic and the definition of a "significant amount of local exchange traffic" shall be as set forth in the FCC's orders regarding same.

4.6 EELs

4.6.1 BellSouth will provide access to EELs to provide connectivity from an end user's location through that end user's SWC to CLEC-1's POP serving wire center. The circuit must be connected to CLEC-1's switch for the purpose of provisioning telephone exchange service to CLEC-1's end-user customers. The EEL will be connected to CLEC-1's facilities in CLEC-1's collocation space at the POP SWC, or CLEC-1 may purchase BellSouth's access facilities between CLEC-1's POP and CLEC-1's collocation space at the POP SWC.

4.7 Currently Combined and Ordinarily Combined EEL Offerings:

4.7.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

4.7.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

4.7.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

4.7.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

4.7.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

4.7.6 DS1 Interoffice Channel + DS1 Local Loop

4.7.7 DS3 Interoffice Channel + DS3 Local Loop

4.7.8 STS-1 Interoffice Channel + STS-1 Local Loop

4.7.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

4.7.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

4.7.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

4.7.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

4.7.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4.7.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

4.8 Rates for EELs

4.8.1 Recurring and nonrecurring rates for Currently Combined and Ordinarily Combined EELs shall be as set forth in Attachment A. To the extent that a CLEC seeks to obtain EELs that are Currently Combined or Ordinarily Combined in BellSouth's network but that are not priced in Attachment A, the CLEC may purchase such EELS at the sum of the stand-alone recurring and nonrecurring prices of the unbundled network elements which make up the EEL.

4.9 Assembly Points

4.9.1 Assembly Points are offered to provide CLECs the ability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment. The assembly products will be offered for three service types:

- DS0 Assembly Point (immediate deployment)
- DS1 Assembly Point (immediate deployment)
- DS3 Assembly Point (future deployment)

4.9.2 Assembly Points will provide access to 2-wire and 4-wire DS0 unbundled network elements for CLECs to combine two network elements at a cross-connect point (Assembly Point) designated by BellSouth. Subject to technical feasibility on a per location basis, BellSouth will offer access to DS1 and DS3 unbundled network elements at the designated DS1 or DS3 Assembly Point, respectively. BellSouth will supply all equipment required to access the unbundled elements. CLECs must supply any jumpers or patch cords to connect two elements at the Assembly Point and will not be permitted to install any equipment within the Assembly Point location. The CLEC may not install any equipment within the Assembly Point area. The CLEC may utilize portable test equipment for the purposes of testing unbundled network elements, but may not store this portable test equipment in the Assembly Point area.

4.9.3 The CLEC must submit an Application and an application fee for access to an Assembly Point. The CLEC must designate on its Assembly Point Application a forecast for a two-year period, designated by year. BellSouth will size the Assembly Point(s) according to forecast projections and will assign and designate facilities on a per request basis.

5. Operator Systems

5.1 Definition

BellSouth provides access to Operator Systems for operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

5.2 Operator Service

5.2.1 Definition

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

5.2.2 Requirements

5.2.2.1 When the CLEC requests BellSouth to provide Operator Services, the following requirements apply:

5.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

5.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

5.2.2.1.3 BellSouth shall complete calls that are billed to a CLEC customer's calling card that can be validated by BellSouth.

5.2.2.1.4 BellSouth shall complete person-to-person calls.

5.2.2.1.5 BellSouth shall complete collect calls.

5.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

5.2.2.1.7 BellSouth shall complete station-to-station calls.

5.2.2.1.8 BellSouth shall process emergency calls.

5.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

5.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

- 5.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 5.2.2.1.12 BellSouth will provide the ability for a CLEC Customer to reach a "live" operator on a 0-call.
- 5.2.2.2 BellSouth shall adhere to equal access requirements, providing the CLEC's local customers the same IXC access as provided to BellSouth customers.
- 5.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to the CLEC that BellSouth provides for its own operator service.
- 5.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 5.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by the CLEC.
- 5.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to the CLEC in accordance with the time schedule designated by the CLEC.

5.2.3 Interface Requirements:

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of the CLEC, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

5.3 Directory Assistance Service

5.3.1 Definition

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

5.3.2 Requirements

- 5.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by the CLEC's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, the CLEC may request such requirement pursuant to the Bona Fide Request Process.

5.3.2.2 Directory Assistance Service Updates

5.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

5.3.2.2.1.1 New customer connections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

5.3.2.2.1.2 Customer disconnections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers; and

5.3.2.2.1.3 Customer address changes: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

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

6. Common Transport

6.1 Definition

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is not provided as a part of the Network Elements. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

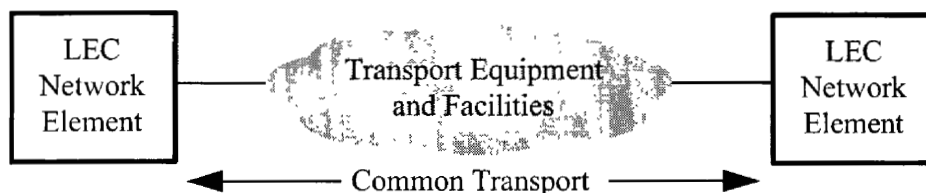


Figure 2

6.2 Technical Requirements

6.2.1 Common Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.31 of this Attachment 2.

- 6.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.30 of this Attachment 2.
- 6.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.
- 6.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
 - 6.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 6.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 6.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 6.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 6.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 6.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 6.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 6.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
 - 6.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

- 6.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 6.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 6.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 6.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 6.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 6.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 6.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 6.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 6.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 6.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 6.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 6.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 6.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 6.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

- 6.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 6.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 6.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 6.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 6.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 6.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

7. Dedicated Transport

7.1 Definition

- 7.1.1.1 Dedicated transport that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and the CLEC to a particular customer.
- 7.1.1.2 Unbundled Local Channel
- 7.1.1.3 Unbundled Local Channel is the dedicated transmission path between the CLEC's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 7.1.1.4 Unbundled Interoffice Channel.
- 7.1.1.5 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 7.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 7.1.2.1 As capacity on a shared circuit.

- 7.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to the CLEC. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 7.1.3 When Dedicated Transport is provided it shall include (as appropriate):
 - 7.1.3.1 Transmission equipment such as line terminating equipment, amplifiers, and regenerators;
 - 7.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

7.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

- 7.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to CLEC designated traffic.
- 7.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, (1) DS0, DS1 and DS3 transport systems, and SONET point-to-point transport systems (including linear add-drop systems), at available transmission bit rates.
- 7.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the industry standards.
- 7.2.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in the industry standards.
- 7.2.5 When requested by the CLEC, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 7.2.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 7.2.6.1 DS0 Equivalent;
 - 7.2.6.2 DS1 (Extended SuperFrame – ESF);
 - 7.2.6.3 DS3 (signal must be framed);

- 7.2.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 7.2.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by the CLEC.

7.3 Unbundled Channelization

- 7.3.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Attachment A to the SGAT.

7.3.2 Definition

- 7.3.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, the CLEC can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COICs).

- 7.3.3.1.1 Channelization capabilities will be as follows:

- 7.3.3.2 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s

- 7.3.3.3 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

- 7.3.3.4 Central Office Channel Interfaces (COIC): Elements that can be activated on a channelization system.

- 7.3.3.5 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

- 7.3.4 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 7.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 7.3.6 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 7.3.7 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

8.0 Special Access Service Conversions

- 8.1 The CLEC may not convert special access services to combinations of loop and transport network elements, whether or not the CLEC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless the CLEC uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent the CLEC converts its special access services to combinations of loop and transport network elements at UNE prices, the CLEC, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may, at its sole discretion, audit the CLEC records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that the CLEC is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from the CLEC.
- 8.2 EEL combinations for DS1 level and above will be available only when the CLEC provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

- 8.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 8.4 The three circumstances under which a requesting carrier can meet the significant local traffic criteria are set forth in paragraph 22 of the FCC's Supplemental Order Clarification in Docket No. CC 96-98 dated June 2, 2000.

9. Signaling Link Transport

9.1 Definition

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2 Technical Requirements

- 9.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 9.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and
 - 9.2.2.2 As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two CLECs).
- 9.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 9.2.3.1 An A-link layer shall consist of two links.
 - 9.2.3.2 A B-link layer shall consist of four links.
- 9.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 9.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 9.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

- 9.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3 Interface Requirements

- 9.3.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10. Signaling Transfer Points (STPs)

- 10.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

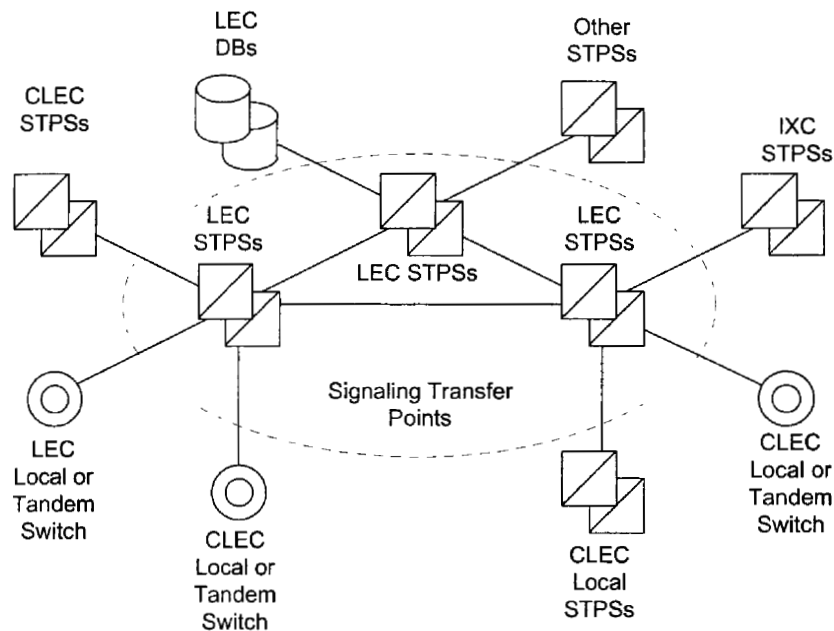


Figure 4

10.2 Technical Requirements

- 10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 10.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 10.2.1.2 BellSouth Service Control Points/DataBases;
 - 10.2.1.3 Third-party local or tandem switching
 - 10.2.1.4 Third-party-provided STPSs.
- 10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases

where the destination signaling point is a BellSouth local or tandem switching system or data base, or is a CLEC or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPs.

10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs. All OMAP functions will be on a "where available" basis and can include:

10.2.7.1 MTP Routing Verification Test (MRVT) and

10.2.7.2 SCCP Routing Verification Test (SRVT).

10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a CLEC or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by the CLEC and BellSouth.

10.2.9 STPs shall be equal to or better than the following performance requirements:

10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

10.2.10 SS7 Advanced Intelligent Network (AIN) Access

10.2.10.1 SS7 AIN Access shall provide the CLEC SCP access to BellSouth local switch via interconnection of BellSouth SS7 and CLEC SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls

in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC SS7 network to exchange TCAP queries and responses with a CLEC SCP.

- 10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLEC STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.
- 10.2.10.3 BellSouth's STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLEC SS7 network.
- 10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLEC SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.
- 10.2.10.5 Network management controls resulting from an overload in elements not supporting the CLEC's customers shall not affect queries to the CLEC SCPs.
- 10.2.10.6 When the CLEC selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of the CLEC's STPs.
- 10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:
 - 10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and
 - 10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

10.3 Interface Requirements

- 10.3.1 BellSouth shall provide the following STPs options to connect the CLEC or the CLEC-designated local switching systems or STPs to BellSouth SS7 network:
 - 10.3.1.1 An A-link interface from the CLEC local switching systems; and,
 - 10.3.1.2 A B-link interface from the CLEC local STPs.

10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

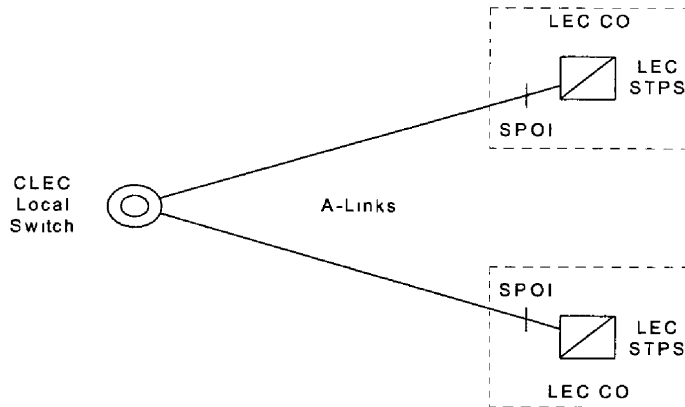


Figure 6. A-Link Interface

10.3.2.2 A B-link layer shall consist of four links, as depicted in Figure 7.

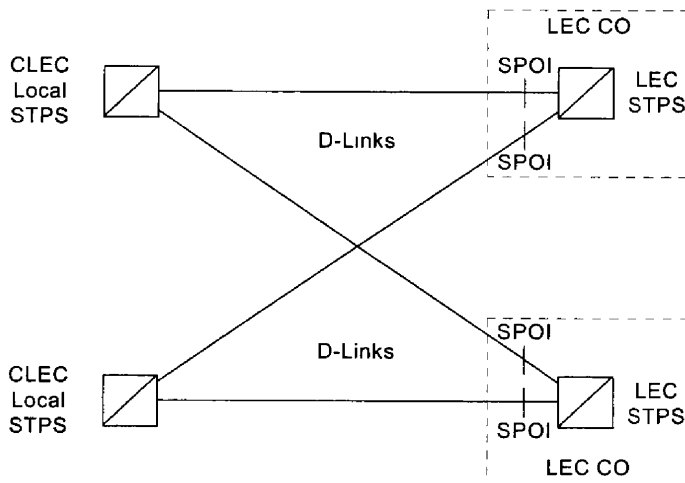


Figure 7. B-link Interface

10.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or

higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting the CLEC local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

10.3.6 Message Screening

10.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from the CLEC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLEC switching system has a legitimate signaling relation.

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

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

10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

- 10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11. Service Control Points/DataBases

11.1 Definition

- 11.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching

system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to the CLEC in accordance with the following requirements.

11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.

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

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

11.2.4 Database Availability

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

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for the CLEC's customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

11.3 Local Number Portability Database

11.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

11.4 Line Information Database (LIDB):

See Attachment F to the SGAT for LIDB terms and conditions.

11.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

11.5.1 Technical Requirements

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for the CLEC to query with a toll-free number and originating information.

11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

11.5.1.3 The SCP shall also provide, at the CLEC's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

11.5.1.3.1 Network Management;

11.5.1.3.2 Customer Sample Collection; and

11.5.1.3.3 Service Maintenance

11.5.2 Interface Requirements

The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

11.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

11.6.1 Technical Requirements

11.6.1.1 BellSouth shall offer the CLEC a data link to the ALI/DMS database or permit the CLEC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to the CLEC immediately after the CLEC inputs information into the ALI/DMS

data base. Alternately, the CLEC may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

- 11.6.1.2 The ALI/DMS database shall contain the following customer information:
 - 11.6.1.2.1 Name;
 - 11.6.1.2.2 Address;
 - 11.6.1.2.3 Telephone number; and
 - 11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 11.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless the CLEC requests otherwise and shall be updated if the CLEC requests, provided the CLEC supplies BellSouth with the updates.
- 11.6.1.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for the CLEC's customers shall meet industry standards.

11.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to the CLEC in order to allow the CLEC to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide the CLEC with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by the CLEC and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and CLEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

- 11.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

- 11.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1999);
- 11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 11.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
 - 11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide the CLEC the capability that will allow the CLEC and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 11.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to the CLEC. Scheduling procedures shall provide the CLEC equivalent priority to these resources
 - 11.9.3 BellSouth SCP shall partition and protect the CLEC service logic and data from unauthorized access, execution or other types of compromise.
 - 11.9.4 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable the CLEC to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE

and SMS access and administrative functions, but will not include support for the creation of a specific service application.

- 11.9.5 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC access will be provided via remote data connection (e.g., dial-in, ISDN).
- 11.9.6 When the CLEC selects SCE/SMS AIN Access, BellSouth shall allow the CLEC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

12. Tandem Switching

12.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

12.2 Technical Requirements

- 12.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 12.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 12.2.1.2 Tandem Switching will provide screening as jointly agreed to by the CLEC and BellSouth;
 - 12.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability
 - 12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by the CLEC;
 - 12.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

- 12.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 12.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 12.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and the CLEC's switches.
- 12.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 12.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by the CLEC. Tandem Switching will provide recording of all billable events as jointly agreed to by the CLEC and BellSouth.
- 12.2.6 Upon a reasonable request from the CLEC, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to the CLEC.
- 12.2.7 BellSouth shall maintain the CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 12.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 12.2.9 Tandem Switching shall route calls to BellSouth's or the CLEC's endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by the CLEC, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by the CLEC and BellSouth. Such plans shall meet the CLEC requirements for routing calls through the local network.
- 12.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.
- 12.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local

Switching Network Element, to the extent such Tandem Switch has such capability.

12.3 Interface Requirements

- 12.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 12.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 12.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 12.3.4 Tandem Switching shall interconnect with the CLEC's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At the CLEC's request, Tandem Switching shall record and keep records of traffic for billing.
- 12.3.5 Tandem Switching shall provide an alternate final routing pattern for the CLEC traffic overflowing from direct end office high usage trunk groups.
- 12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to the CLEC) each of the requirements for Tandem Switching set forth in the following technical references:
 - 12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 12.4.2 GR-905-CORE covering CCSNIS;
 - 12.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

13. DARK FIBER:

13.1.1 Definition

Dark Fiber is unused strands of optical fiber without multiplexing, signal regeneration, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes stands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

13.2 Requirements

BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to the CLEC.

- 13.3 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at the CLEC's request subject to time and materials charges.
- 13.3.1 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to the CLEC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from the CLEC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for the CLEC's use and may not allow any other party to use such media, including BellSouth.
- 13.3.2 BellSouth shall use its best efforts to make Dark Fiber available to the CLEC within thirty (30) business days after it receives written confirmation from the CLEC that the Dark Fiber previously deemed available by BellSouth is wanted for use by the CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable the CLEC to connect or splice the CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 13.4 Dark Fiber shall meet the manufacture's design specifications.
- 13.5 Additional Requirements for Dark Fiber
 - 13.5.1 The CLEC may splice and test Dark Fiber obtained from BellSouth using the CLEC or CLEC's designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

14. Additional Requirements

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to the CLEC.

14.1.1 Requirements

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

14.2 Performance

14.2.1 Scope:

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

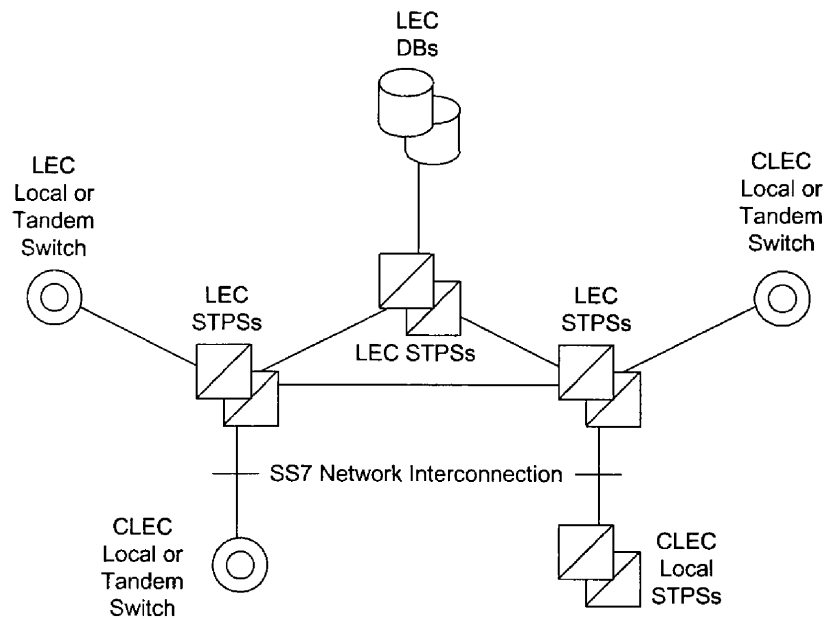
14.2.2 BellSouth shall work cooperatively with the CLEC to determine appropriate performance allocations across Network Elements.

14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

14.3 SS7 Network Interconnection

14.3.1 Definition

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of the CLEC local Signaling Transfer Point Switches (STPS) and the CLEC local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), the CLEC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.



SS7 Network Interconnection

14.3.2 Technical Requirements

14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.3.2.1.1 BellSouth local or tandem switching systems;

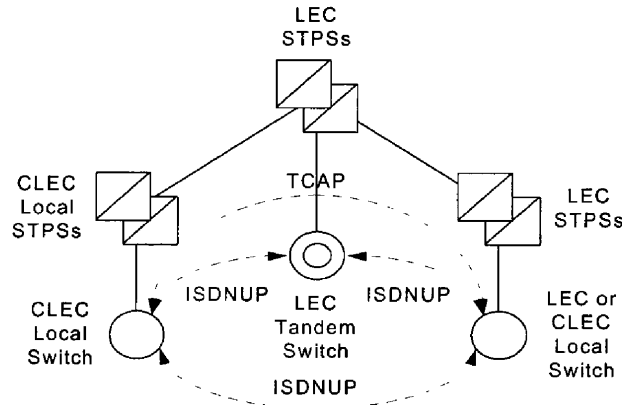
14.3.2.1.2 BellSouth DBs; and

14.3.2.1.3 Other third-party local or tandem switching systems.

14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and the CLEC or other third-party switching systems with A-link access to the BellSouth SS7 network.

14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between a CLEC's local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing)

between the CLEC local STPSs and BellSouth or other third-party local switch.



Interswitch TCAP Signaling for SS7 Network Interconnection

- 14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 0.0.0). This includes:
- 14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 0.0.0). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a CLEC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway

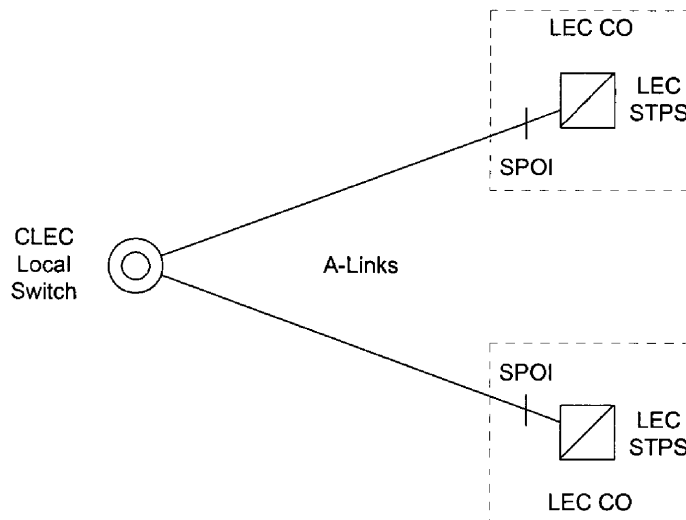
pair of the CLEC's local STPSs, and shall not include SCCP Subsystem Management of the destination.

- 14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 0.0.0).
- 14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 0.0.0).
- 14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;
 - 14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

14.3.3 Interface Requirements

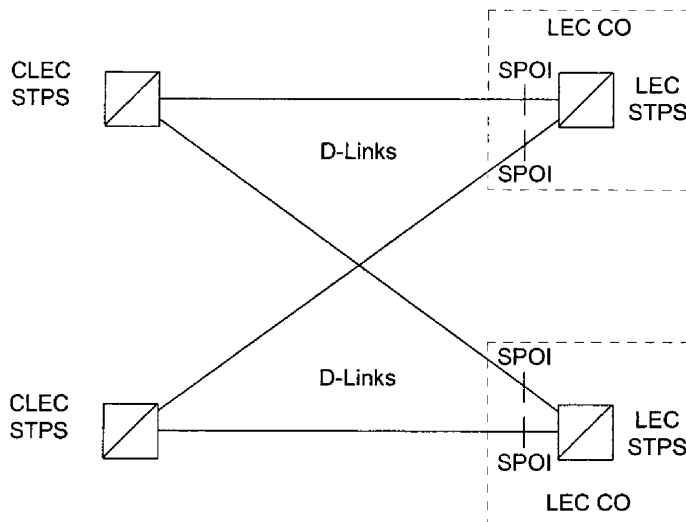
- 14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect the CLEC or CLEC-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
 - 14.3.3.1.1 A-link interface from the CLEC local or tandem switching systems; and
 - 14.3.3.1.2 B-link interface from the CLEC STPSs.
- 14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



A-Link Interface

14.3.3.2.2 A B-link layer shall consist of four links, as depicted in the figure below.



B-link Interface

- 14.3.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting the CLEC's local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 14.3.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 14.3.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.3.3.6 BellSouth shall set message screening parameters to block accept messages from the CLEC's local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC switching system has a legitimate signaling relation.
- 14.3.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

- 14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.3.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.3.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.4 Network Interconnection

14.4.1 Technical Requirements

14.4.1.1 When requested by the CLEC, BellSouth shall provide interconnections between BellSouth Network Elements provided to the CLEC and the CLEC's network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1.

14.4.1.2 Traffic shall be combined and routed as follows:

14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at the CLEC's request, BellSouth shall allow the CLEC to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.

14.4.1.2.2 At the CLEC's request, BellSouth shall receive the CLEC traffic destined to BellSouth Operator Systems Network Element, on trunks from a CLEC end-office or a CLEC tandem.

14.4.1.2.3 At the CLEC's request, BellSouth shall receive the CLEC's CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a CLEC end-office.

14.4.1.3 When requested by the CLEC and authorized by a third party carrier, BellSouth shall provide interconnections between the CLEC's network, and the other carrier's network through BellSouth network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at the CLEC's request, BellSouth shall record and keep records of such traffic for the CLEC's billing purposes.

14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLEC will provide one-way trunk groups for completion of BellSouth and the CLEC's originated local and intraLATA traffic.

SGAT

Attachment D

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated:

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

(Licensee)

Licensee desires to conduct business in the following area(s):

AL KY LA MS TN FL GA NC SC

or

BellSouth Region

BELLSOUTH License Agreement Number - _____

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APPENDICES

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.
- 1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

- 1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.
- 1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.
- 1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym FCC refers to the Federal Communications Commission.
- 1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.
- 1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.
- 1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

- 1.19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.
- 1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.
- 1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.
- 1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

- 1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.
- 1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.
- 1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

- 2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

- 2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.
- 2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.
- 2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:
 - 3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.
 - 3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
 - 3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
 - 3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.
- 3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:
- 3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.
- 3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.
- 3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

- 3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.
 - 3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.
 - 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.
 - 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
 - 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

- 1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
- 2) Copying Costs
- 3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

- 6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2

Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
<i>To Licensee as follows:</i>		
Contact		
Title		
Company		
Address		
Address		
City, State, and Zip Code		
Telephone		
Facsimile		
with a copy to:		
<i>and to Licensor as follows:</i>		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.
- 9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.
- 9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

- 10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:
 - 10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and
 - 10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.
 - 10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.
- 10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.
- 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**
- 11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

- 11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:
 - 18.2.1 Termination of the License covering such Conduit Occupancy; or
 - 18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
 - 18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
 - 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
 - 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
 - 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
 - 22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

- 22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.
- 22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

- 23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable Costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

- 23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.
- 23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

27. TERM OF AGREEMENT

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. BELLSOUTH'S INFORMATION

- 28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.
- 28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.
- 28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.
- 28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

- 29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.
- 29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.
- 29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

BellSouth Telecommunications, Inc.

Name of Licensee

Name of Licensor

By:

By:

Signature

Signature

Printed Name

K. W. Marlin

Printed Name

Printed Title

Ntwk V P NP& Supp

Printed Title

Date

Date

APPENDIX I
2000 FCC Formula Supported Fees
for attachments and/or occupancy effective 1/1/2000
(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Alabama	\$ 3.35	\$ 4.89		\$ 0.23
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right of Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III
Request to Self-Insure
Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	
Audited Financials (3 years required): <i>(Attach all information as required)</i>	
Interim Financials (most current 6 months): <i>(Attach all information as required)</i>	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

BellSouth Telecommunications, Inc.
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

E (RAO Hosting)

RAO Hosting and ICS Agreement

SECTION 1. SCOPE OF AGREEMENT

- 1.1 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and Inter-Company Settlements (ICS) as provided by BellSouth to (THE ALEC). The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.1 A. Centralized Message Distribution System is the Telcordia administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMI) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to (THE ALEC) or from (THE ALEC) to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia's Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Intercompany Settlement System (NICS) is the Telcordia system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 RAO Hosting, CATS and NICS services provided to (THE ALEC) by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 (THE ALEC) shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.1 Applicable compensation amounts will be billed by BellSouth to (THE ALEC) on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

- 5.1 Listed below are the exhibits associated with this Agreement.
- Exhibit A Message Distribution Service (RAO Hosting)
- Exhibit B Intercompany Settlements (CATS and NICS)
- 5.2 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.1 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 2000.

WITNESS: (THE ALEC)

(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC

(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

- 1.1 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to (THE ALEC). As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving a (THE ALEC) message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2) Message Forwarding to CMDS - function of receiving a (THE ALEC) message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to (THE ALEC).

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 An ALEC that is CMDS hosted by BellSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from (THE ALEC) to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia, on behalf of (THE ALEC) and will coordinate all associated conversion activities.
- 2.2 BellSouth will receive messages from (THE ALEC) that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.3 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from (THE ALEC).
- 2.4 All data received from (THE ALEC) that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.5 All data received from (THE ALEC) that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia).
- 2.6 BellSouth will receive messages from the CMDS network that are destined to be processed by (THE ALEC) and will forward them to (THE ALEC) on a daily basis.
- 2.7 Transmission of message data between BellSouth and (THE ALEC) will be via electronic data transmission.
- 2.8 All messages and related data exchanged between BellSouth and (THE ALEC) will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 2.9 (THE ALEC) will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for (THE ALEC) to send data to BellSouth more than sixty (60) days past the message date(s), (THE ALEC) will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and (THE ALEC) to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or (THE ALEC)) identified and agreed to, the company responsible for creating the data (BellSouth or (THE ALEC)) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMI format edits performed by BellSouth on data received from (THE ALEC), the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify (THE ALEC) of the error condition. (THE ALEC) will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, (THE ALEC) will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide (THE ALEC) with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.1 For message distribution service provided by BellSouth for (THE ALEC), BellSouth shall receive the following as compensation:

Rate Per Message \$0.004

- 3.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message \$0.001

- 3.3 Data circuits (private line or dial-up) will be required between BellSouth and (THE ALEC) for the purpose of data transmission. Where a dedicated line is required, (THE ALEC) will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. (THE ALEC) will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to (THE ALEC). Additionally, all message toll charges associated with the use of the dial circuit by (THE ALEC) will be the responsibility of (THE ALEC). Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.4 All equipment, including modems and software, that is required on the (THE ALEC) end for the purpose of data transmission will be the responsibility of (THE ALEC).

SECTION 1. SCOPE OF EXHIBIT

- 1.1 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and (THE ALEC) will compensate each other for Intercompany Settlements (ICS) messages. It includes the settlement of revenues associated with traffic originated from or billed by (THE ALEC) as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included in this Agreement. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between (THE ALEC) and the involved company(ies).
- 1.2 Both traffic that originates outside the BellSouth region by (THE ALEC) and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by (THE ALEC), is covered by this Agreement.
- 1.3 Once (THE ALEC) is operating within the BellSouth territory, both BellSouth and (THE ALEC) agree that revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's, its successor or assign, NICS system.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia, its successor or assign, on behalf of (THE ALEC). BellSouth will distribute copies of these reports to (THE ALEC) on a monthly basis.

SECTION 3. COMPENSATION

- 3.1 BellSouth will collect the revenue earned by (THE ALEC) from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of (THE ALEC). BellSouth will remit the revenue billed by (THE ALEC) to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on (THE ALEC). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to (THE ALEC) via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

F (LIDB)

1.0 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

1.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

1.2 **Technical Requirements:**

1.2.1 BellSouth also will offer to CLEC any additional capabilities that are developed for LIBD during the life of this Agreement.

1.2.2 BellSouth shall process CLEC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC what additional functions (if any) are performed by LIDB in the BellSouth network.

1.2.3 Within two (2) weeks after a request by CLEC, BellSouth shall provide CLEC with a list of the customer data items which CLEC would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

1.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

1.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 1.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 1.2.7 All additions, updates and deletions of CLEC data to the LIDB shall be solely at the direction of CLEC. Such direction from CLEC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 1.2.8 BellSouth shall provide priority updates to LIDB for CLEC data upon CLEC's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC customer records will be missing from LIDB, as measured by CLEC audits. BellSouth will audit CLEC records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLEC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC within one business day of audit. Once reconciled records are received back from CLEC, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLEC to negotiate a time frame for the updates, not to exceed three business days.
- 1.2.10 BellSouth shall perform backup and recovery of all of CLEC's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 1.2.11 BellSouth shall provide CLEC with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLEC and BellSouth.
- 1.2.12 BellSouth shall prevent any access to or use of CLEC data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by CLEC in writing.
- 1.2.13.1 BellSouth shall provide CLEC performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny

specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLEC at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLEC the screening information associated with LIDB Data Screening of CLEC data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLEC under the Bona Fide Request process.

- 1.2.14 BellSouth shall accept queries to LIDB associated with CLEC customer records, and shall return responses in accordance with industry standards.
- 1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 1.3 **Interface Requirements**
 - 1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 1.3.2 The interface to LIDB shall be in accordance with the technical references contained herein.
 - 1.3.3 The CCS interface to LIDB shall be the standard interface described herein.
 - 1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Agreement, effective as of _____, 20____,
is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia
corporation, and _____ ("Local Exchange
Company"), a _____ corporation and their fully authorized
officers.

WHEREAS, in consideration of the mutual covenants, agreements and
obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST
agrees to store in its LIDB certain information at the request of the Local Exchange
Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier
shall have access to such information. Local Exchange Carrier understands that BST
provides access to information in its LIDB to various telecommunications service
providers pursuant to applicable tariffs and agrees that information stored at the request
of Local Exchange Carrier, pursuant to this Agreement, shall be available to those
telecommunications service providers. The terms and conditions contained in the
attached Addendum No. 1 are hereby made a part of this Agreement as if fully
incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24 hours per day, Fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the CLEC of fraud alerts so that the CLEC may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does

implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 20 ____, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost,

claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Resale)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 20__, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 20__.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to

order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Facilities Based)

**ADDENDUM NO. 2
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 20___, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 20___.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that

BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

G (INP to PNP)

Conversion from INP to PNP.

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services.. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLEC will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web and are contained in the

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

1.2 Conversion Policy

1.3 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- Conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

1.2.1 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

Specific Conversion activities

The BellSouth Account Team contacts each CLEC with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

FOC

During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLEC an electronic FOC.

1.3 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

Permanent Number Solution

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number

portability and BellSouth is working to implement Local Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to this attachment.

- 2.2 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs, which may be found on the web at <http://www.interconnection.bellsouth.com/guides/guides.html>.
- 2.2.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.
- 2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
- 2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.2.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

- 2.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 11 to this Agreement, incorporated herein by this reference.
- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 2.4 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

H (Discount Rates)

Wholesale Discount

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Residential Services	21.83%
Business Services	16.81%

**Physical Collocation
Master Agreement**

**BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("CLEC-1") a (corporation) organized and existing under the laws of _____;

WITNESSETH

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates in Attachment A to the SGAT shall only apply when CLEC-1 is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement 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 Agreement.

1.2 Right to Occupy. BellSouth shall offer to CLEC-1 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 the terms and conditions of this Agreement and the rates contained in Attachment A to the SGAT where space is available and it is technically feasible, BellSouth will allow CLEC-1 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

CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
 - 1.2.1.1 In Florida, the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate CLEC-1's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase CLEC-1's cost or materially delay CLEC-1's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service CLEC-1 wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocater; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.
- 1.4 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. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the Commission.
- 1.5 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.
- 1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day

thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.

- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and 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. A Space Availability Report does not reserve space at the Premises.

- 2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide ("LERG") and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

- 2.1.2 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 (10) calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At CLEC-1's expense, CLEC-1 may arrange with a supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's Certified Supplier must comply with the more stringent local building code requirements. CLEC-1's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. CLEC-1's Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the CLEC-1's Certified Supplier. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1. Upon request, BellSouth shall construct the enclosure for CLEC-1.

3.2.1 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to CLEC-1 indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if CLEC-1 has indicated its desire to construct its own enclosure. If CLEC-1's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. CLEC-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. Regardless of whether or not BellSouth elects to review CLEC-1's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC-1. BellSouth shall require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("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. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar 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 CLEC-1 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 CLEC-1.
- 3.3.1 CLEC-1, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Attachment A to the SGAT and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. The Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Attachment A to the SGAT, if this application is not the initial Application made for the arrangement, which will be billed to the Host on the date that BellSouth provides its written response ("Application Response"). 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. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.2 CLEC-1 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 CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and

construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement and the rates set forth in Attachment A to the SGAT.

- 3.4.1 Should CLEC-1 elect Adjacent Collocation, CLEC-1 must arrange with a Certified Supplier 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, CLEC-1's Certified Supplier must comply with the more stringent local building code requirements. CLEC-1's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC-1's Certified Supplier. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.4.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review CLEC-1'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 after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC-1. BellSouth shall require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 CLEC-1 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 CLEC-1'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. CLEC-1's Certified Supplier shall be responsible, at CLEC-1's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit CLEC-1 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both CLEC-1's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall CLEC-1 use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 CLEC-1 must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by CLEC-1. Such connections to other carriers may be made using either optical or electrical facilities. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, CLEC-1 will have the option of using CLEC-1's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. CLEC-1 may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). CLEC-1 is responsible for ensuring the integrity of the signal.
- 3.5.2 CLEC-1 shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. CLEC-1-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, CLEC-1 will have the option of using CLEC-1's own technicians to construct its own dedicated support structure.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). CLEC-1 will schedule and complete an acceptance walk-through of each Collocation Space with

BellSouth within fifteen (15) calendar days of BellSouth's notifying CLEC-1 that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If CLEC-1 has met the fifteen (15) calendar day interval(s), billing will begin upon the date of CLEC-1's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that CLEC-1 fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by CLEC-1. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. CLEC-1 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 cross connects until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC-1's right to occupy the Collocation Space in the event CLEC-1 fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should CLEC-1 or CLEC-1'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 dispose of the equipment and other property of CLEC-1 or CLEC-1's Guest, in any manner that BellSouth deems fit, at CLEC-1's expense and with no liability whatsoever for CLEC-1's property or CLEC-1's Guest's property. Upon termination of CLEC-1's right to occupy

Collocation Space, the Collocation Space will revert back to BellSouth, and CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC-1's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. CLEC-1 shall be responsible for the cost of removing any CLEC-1 constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), 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 BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the 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 the Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with this Section.

- 5.1.3 CLEC-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the 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 CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 CLEC-1 shall identify to BellSouth whenever CLEC-1 submits a Method of Procedure ("MOP") adding equipment to CLEC-1's Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in CLEC-1's Collocation Space.
- 5.3 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-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. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1'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 demarcation point.

- 5.5.1 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 CLEC-1 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 twelve (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 CLEC-1'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.
- 5.5.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. CLEC-1 must arrange with BellSouth for BellSouth to splice the CLEC-1 provided riser cable to the spare capacity on the entrance facility. The rates set forth in Attachment A to the SGAT will apply. If CLEC-1 desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth and CLEC-1 will negotiate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. If the Parties are unable to agree on a point of demarcation, CLEC-1's collocation site will be the default point of demarcation. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space. CLEC-1 must make arrangements with a Certified Supplier for such placement.
- 5.7 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 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. CLEC-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 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 CLEC-1 at least forty-eight (48) hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of CLEC-1 or CLEC-1'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 CLEC-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC-1'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. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1. CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately 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), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC-1 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 CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (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.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within forty-eight (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 CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly 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 CLEC-1 fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology

deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the 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, CLEC-1 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.

5.12 Personalty and its Removal. Facilities and equipment placed by CLEC-1 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 CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense. If CLEC-1 decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill CLEC-1 an Administrative Only Application Fee as set forth in Attachment A for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

5.13 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, 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 CLEC-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, which will be billed by BellSouth on the date that BellSouth makes an Application Response.

5.14 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Intentionally left blank.

- 6.2 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial 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. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.3 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). 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. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 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.
- 6.3.1 Subsequent Application Fee. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If CLEC-1 has previously requested and received a Space Availability Report for the Premises, CLEC-1 may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the CLEC-1's preference(s), CLEC-1 may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises.

BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by CLEC-1 or differently configured, CLEC-1 must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.

- 6.5.2 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an application fee. After notifying CLEC-1 that BellSouth has no available space in the requested Premises, BellSouth will allow CLEC-1, 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.
- 6.6 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 the 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 CLEC-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. 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 the 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 (2) days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If CLEC-1 has originally requested caged collocation space and cageless collocation space becomes available, CLEC-1 may refuse such

space and notify BellSouth in writing within that time that CLEC-1 wants to maintain its place on the waiting list without accepting such space. CLEC-1 may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

- 6.8 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 of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. 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.
- 6.9 Application Response.
- 6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 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 Attachment A to the SGAT. When CLEC-1 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.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 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 may charge CLEC-1 an application fee. Where the application modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where

sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. A modification involving a capital expenditure by BellSouth shall require CLEC-1 to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide application or the application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.2 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk-through. CLEC-1 will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy ("Space Ready Date"). In the event that CLEC-1 fails to complete an acceptance walk-through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to CLEC-1 prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which CLEC-1 has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to CLEC-1 prior to the Provisioning Interval for those Premises in which CLEC-1 has a physical collocation arrangement with a POT bay provided by CLEC-1 prior to 6/1/99 or a virtual collocation arrangement until CLEC-1 provides BellSouth with the following information:
- For CLEC-1-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- For virtual - a complete layout of CLEC-1's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by CLEC-1's BellSouth Certified Supplier
- BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from CLEC-1. If this EIU is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.
- 7.5.1 BellSouth will bill CLEC-1 a nonrecurring charge, as set forth in Attachment A to the SGAT, each time CLEC-1 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
- 7.6 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering

and installation work. CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to CLEC-1 or any supplier proposed by CLEC-1 and will not unreasonably withhold certification. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.

- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, CLEC-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within one hundred eighty (180) calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then CLEC-1 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual

collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill CLEC-1 an Administrative Only Application Fee as set forth in Attachment A to the SGAT for these changes on the date that BellSouth provides an Application Response.
- 7.10 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.11 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Recurring Charges. If CLEC-1 has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that CLEC-1 fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.

- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot; and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring firm order processing fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of CLEC-1's Bona Fide Firm Order.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-1 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for CLEC-1's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Premises.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLEC-1's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Attachment A. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 If CLEC-1 requests a reduction in the amount of power that BellSouth is currently providing CLEC-1 must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Attachment A will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

- 8.7 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Attachment A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC-1 shall pay for such half-hour charges in the event CLEC-1 fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed by BellSouth upon receipt of CLEC-1's Bona Fide Firm Order.
- 8.9 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 CLEC-1 shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed

an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section.
- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or suppliers and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled

appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLEC-1 shall have the sole responsibility to repair or replace

said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

15.1 CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To CLEC-1:

ATTN:_____

16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by

either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. Review of Agreement

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Agreement

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

29. Entire Agreement

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(CLEC-1's Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

Exhibit A

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. CLEC-1 will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition suppliers and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply

to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

- 2.2 The most current version of reference documentation must be requested from CLEC-1's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)

		Representative)
Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	Std T&C 450
Other maintenance work	Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)- BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of Supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: (local area code) 780.2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become

subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

I (RS Collocation)

By and Between
BellSouth Telecommunications, Inc.
And

**BELLSOUTH
REMOTE SITE COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("CLEC-1") a (corporation) organized and existing under the laws of _____;

WITNESSETH

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Remote Site Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Remote Site(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Remote Site(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates included in Attachment A to the SGAT shall only apply when CLEC-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to CLEC-1 Remote Site 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 the terms and conditions of this Agreement where space is available and collocation is technically feasible, and the rates contained in Attachment A to the SGAT, BellSouth will allow CLEC-1 to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased

by BellSouth that house BellSouth Network Facilities. To the extent this Agreement and Attachment A to the SGAT do not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

1.3 Space Reservation.

1.3.1 The number of racks/bays specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period.

1.3.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC-1. CLEC-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC-1. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC-1 as above, CLEC-1 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC-1 in obtaining such permission.

1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLEC-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if the Commission requires such justification.

1.6 Use of Space. CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth's unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space

may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.7 Rates and charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.
- 1.8 Due Dates. If any due date contained in this Agreement falls on a weekend or holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.

2. Space Availability Report

- 2.1 Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If CLEC-1 is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, CLEC-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, CLEC-1 should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. CLEC-1 should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) 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) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

2.2 Remote Terminal Information. Upon request, BellSouth will provide CLEC-1 with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a CLEC-1 request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by CLEC-1, up to a maximum of thirty (30) wire centers per CLEC-1 request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) CLEC-1 agrees to pay the costs incurred by BellSouth in providing the information.

3. **Collocation Options**

3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following.

3.2 Caged. At CLEC-1's expense, CLEC-1 may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. CLEC-1's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for

CLEC-1 to obtain the zoning, permits and/or other licenses. CLEC-1's Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC-1's Certified Supplier. CLEC-1 must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access CLEC-1's locked enclosure prior to notifying CLEC-1. Upon request, BellSouth shall construct the enclosure for CLEC-1.

- 3.2.1 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to CLEC-1 indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if CLEC-1 has indicated their desire to construct their own enclosure. If CLEC-1's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review CLEC-1's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar 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 CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and CLEC-1.
- 3.3.1 CLEC-1, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Attachment A

to the SGAT; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. The Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. The Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest Application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Attachment A to the SGAT. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response").

- 3.3.2 Notwithstanding the foregoing, the 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. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 CLEC-1 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 CLEC-1's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site 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 Remote Site Adjacent Arrangement.
 - 3.4.1 Should CLEC-1 elect Adjacent Collocation, CLEC-1 must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications

more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Supplier must comply with local building code requirements. CLEC-1's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

- 3.4.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications.
- 3.4.3 CLEC-1 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 CLEC-1'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. CLEC-1's BellSouth Certified Supplier shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit CLEC-1 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both CLEC-1's agreement and the other collocated telecommunications carrier's

agreement must contain rates, terms and conditions for CCXC language. At no point in time shall CLEC-1 use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 CLEC-1 must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by CLEC-1. Such connections to other carriers may be made using either optical or electrical facilities. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, CLEC-1 will have the option of using CLEC-1's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. CLEC-1 may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). CLEC-1 is responsible for ensuring the integrity of the signal.
- 3.5.2 CLEC-1 shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. CLEC-1-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, CLEC-1 will have the option of using CLEC-1's own technicians to construct its own dedicated support structure.

4 Occupancy

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). CLEC-1 will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying CLEC-1 that Remote Collocation Space is ready for occupancy ("Space Ready Date"). . BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If CLEC-1 has met the fifteen (15) calendar day interval(s), billing will begin

upon the date of CLEC-1's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that CLEC-1 fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC-1. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, CLEC-1 may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC-1's right to occupy the Remote Collocation Space in the event CLEC-1 fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should CLEC-1 or CLEC-1's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of CLEC-1 or CLEC-1's Guest, in any manner that BellSouth deems fit, at CLEC-1's expense and with no liability whatsoever for CLEC-1's or CLEC-1's Guest's property. Upon termination of CLEC-1's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts CLEC-1's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. CLEC-1 shall be responsible for the cost of removing any CLEC-1 constructed enclosure, together with all support structures (e.g.,

racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote 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, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; 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 the Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with these requirements.

5.1.2.1 All CLEC-1 equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit

(over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

- 5.1.3 CLEC-1 shall identify to BellSouth whenever CLEC-1 submits a Method of Procedure ("MOP") adding equipment to CLEC-1's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in CLEC-1's Remote Collocation Space.
- 5.2 CLEC-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLEC-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC-1 is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Attachment 1 will apply. If CLEC-1 desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth and CLEC-1 will negotiate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. If the Parties are unable to agree on a point of demarcation, CLEC-1's collocation site will be the default point of demarcation. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation

point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space. CLEC-1 must make arrangements with a Certified Supplier for such placement.

- 5.6 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 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. CLEC-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of CLEC-1 or CLEC-1'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 CLEC-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC-1'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. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1. CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLEC-1 desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation

Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC-1 to access the Remote Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.9 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in 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; 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 CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (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.
- 5.10.1 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 CLEC-1 fails to take curative action within forty-eight (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 any other 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 CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.2 For purposes of this Section, 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 CLEC-1 fails to take curative action within forty-eight(48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the 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, CLEC-1 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 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by CLEC-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personalty and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.
- 5.11.1 If CLEC-1 decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill CLEC-1 an Administrative Only Application Fee as set forth in Attachment A for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLEC-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the non-recurring fee on the date that BellSouth makes an Application Response.

- 5.13 Upkeep of Remote Collocation Space. CLEC-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC-1 shall be responsible for removing any CLEC-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Intentionally left blank.

- 6.2 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial 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. An Application Fee will apply which will be billed on the date that BellSouth provides an Application Response.

- 6.3 Subsequent Application In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by CLEC-1 in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Application Fee for Subsequent Application. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Attachment 1. 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. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the

conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount that is available.

- 6.5 Availability Notification. BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also 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. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by CLEC-1, CLEC-1 must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.6 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location 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 Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 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 the 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 CLEC-1 to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. 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 Remote Site Location 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 (2) days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If CLEC-1 has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, CLEC-1 may refuse such space and notify BellSouth in writing within that time that <<customer_short_name>> wants to maintain its place on the waiting list without accepting such space. CLEC-1 may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 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 Attachment 1. When CLEC-1 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.
- 6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge CLEC-1 a full Application Fee as set forth in Attachment 1. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or

constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC-1 with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to CLEC-1 during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk-through. CLEC-1 will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying CLEC-1 that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that CLEC-1 fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved by BellSouth to perform all engineering and installation work CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC-1 upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to CLEC-1 or any supplier proposed by CLEC-1 and will

not unreasonably withhold certification. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Remote Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, CLEC-1 may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within one hundred eighty (180) calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then CLEC-1 may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation

arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill CLEC-1 an Administrative Only Application Fee as set forth in Attachment 1 for these changes on the date that BellSouth provides an Application Response.

- 7.10 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun.
- 7.11 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Recurring Charges. If CLEC-1 has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that CLEC-1 fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by CLEC-1's current billing cycle and is nonrefundable.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC-1's equipment. CLEC-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

- 8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Attachment 1. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC-1 shall pay for such half-hour charges in the event CLEC-1 fails to show up.
- 8.6 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 Maintain Insurance. CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Coverage. CLEC-1 shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street

Rm. 17H53
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

10. Mechanics Liens

- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which

may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section.

- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or suppliers and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLEC-1, its agents, suppliers or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by

similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for

a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

15.1 Agreement is not exclusive. CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To CLEC-1:

ATTN:_____

16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth

harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. Review of Agreement

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Agreement

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

29. Entire Agreement

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(CLEC-1's Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

EXHIBIT A
ENVIRONMENTAL AND SAFETY
PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. CLEC-1 will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition suppliers and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply

to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

- 2.2 The most current version of reference documentation must be requested from CLEC-1's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact

		ATCC Representative)
Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> • Std T&C 450
Other maintenance work	Protection of BST employees and equipment	<ul style="list-style-type: none"> • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> • Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: (local area code) 780.2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition

I (MW Collocation)

MICROWAVE COLLOCATION

Where technically feasible and where space is available, BellSouth will provide for physical collocation of CLEC-1's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of CLEC-1's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. CLEC-1 accepts the responsibility of determining unobstructed line-of-sight at any location where CLEC-1 applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

CLEC-1 will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) CLEC-1 wishes to visit for potential Microwave Collocation. Such site visit consists of CLEC-1 representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. CLEC-1 will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate CLEC-1 to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of CLEC-1's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC-1 will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to CLEC-1 at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact CLEC-1 in an effort to discuss possible alternatives.

C. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Agreement.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLEC-1's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where CLEC-1 requests Microwave Collocation. CLEC-1 will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides CLEC-1 with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide CLEC-1 a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to CLEC-1's application.

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BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. CLEC-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work on the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLEC-1 or any vendor proposed by CLEC-1.

If rooftop/exterior space is available BellSouth shall provide CLEC-1 an estimate for such microwave collocation as described more fully in provision 1.D at the same time BellSouth provides its interior collocation space quote.

D. Preparation of Estimate / Application Response

Within the applicable application response interval (specified in Section 6 of the Collocation Attachment) after receiving from CLEC-1 a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Attachment A of BellSouth's SGAT Attachment.

The estimate shall reflect the specifications submitted by CLEC-1 and may change based on the actual field conditions encountered during construction.

(1) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting CLEC-1 in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC-1 in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by CLEC-1's contractor. The level of BellSouth's personnel or consultants shall

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be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to CLEC-1.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-top Space Rental Fee:

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Agreement in Exhibit B. CLEC-1 is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at CLEC-1's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), CLEC-1 will not be allowed to place such microwave antenna(e). CLEC-1 agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. CLEC-1 shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin on the date the interior and rooftop space preparation activities are complete and the space is made available to CLEC-1, or the date CLEC-1 first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with CLEC-1 to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

E. Firm Order

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and CLEC-1 shall accept or reject within such time period, unless an extension is requested in writing by CLEC-1 and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, CLEC-1 shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1tariff, Section 20, or Attachment A of BellSouth's SGAT.

BellSouth will permit one accompanied site visit to CLEC-1's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to CLEC-1.

F. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

G. Equipment and Testing:

CLEC-1 shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. CLEC-1 shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

H. Use Permits:

CLEC-1 shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLEC-1 shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and CLEC-1 hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) CLEC-1 Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to CLEC-1's Microwave Collocation equipment shall remain in CLEC-1 as the property of CLEC-1 and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

- A. CLEC-1 shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain CLEC-1's facilities during the Term of this Agreement.
- B. CLEC-1 shall not use BellSouth's property or permit CLEC-1's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC-1's Microwave Collocation equipment. CLEC-1 shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include CLEC-1 as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify CLEC-1 from losses, costs and expenses incurred as a result of contractor's work. CLEC-1 hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that CLEC-1 shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.
- D. Notwithstanding any other provision of this Agreement, CLEC-1 hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). CLEC-1 shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLEC-1's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- E. In the event CLEC-1 desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, CLEC-1 shall submit a new application with fee to BellSouth specifying the new location CLEC-1 proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B.

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BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. CLEC-1's Insurance Obligations

Pursuant to Section 8 of the Collocation Attachment.

G. At its sole cost and expense, CLEC-1 shall maintain CLEC-1's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC-1 shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC-1 shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on CLEC-1's behalf. In such event, CLEC-1 shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. SECURE ACCESS

Pursuant to Section 11 of the Collocation Attachment.

5 CABLE PROVISIONING

CLEC-1 is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with CLEC-1 in determining suitable space for CLEC-1 equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, CLEC-1 is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs CLEC-1's existing line of sight, BellSouth will work with CLEC-1 to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

CLEC-1 must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. CLEC-1 may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to: (i) additional construction by CLEC-1 of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment A of BellSouth's SGAT.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

- A. If, at any time, BellSouth reasonably determines that any of CLEC-1's facilities or equipment or the installation of CLEC-1's facilities or equipment does not meet the requirements outlined in this Agreement, CLEC-1 will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If CLEC-1 fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to CLEC-1, BellSouth may have the facilities or equipment removed or the condition correct at CLEC-1's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.
- B. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 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 CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties.

10. NATURE OF USE

SGAT ATTACHMENT I (MW)

CLEC-1 equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of CLEC-1's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by CLEC-1 to provide power or environmental support to the roof space, CLEC-1 will bear all associated costs as specified by BellSouth to provide such services.

12. GROUNDING AND BONDING

CLEC-1 at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.