

ORIGINAL

BELLSOUTH

**BellSouth Telecommunications, Inc.**

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**Marshall M. Criser III**

Vice President  
Regulatory & External Affairs

850 224 7798  
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February 10, 2003

Mrs. Blanca S. Bayo  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

030150-TP

RECEIVED-FPSC  
03 FEB 10 PM 4:51  
COMMISSION  
CLERK

Re: Approval of the Adoption of the negotiated agreement for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and SBC Telecom, Inc. by Smart City Solutions, LLC pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996.

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and SBC Telecom, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to SBC Telecom, Inc.. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act.

Please be advised that SBC Telecom, Inc. has adopted the BellSouth/ Smart City Solutions, LLC agreement and any and all amendments in its entirety. The original agreement was approved in FPSC Docket No. 011093-TP. It is understood by all parties that the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and SBC Telecom, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the agreement, or if implementation of the agreement, or any portion of the agreement, is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement will be deemed effective by operation of law on May 11, 2003.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (USA)

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L.V.N.  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

01375 FEB 10 8

FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

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**Interconnection Agreement**

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Smart City Solutions, LLC**

## AGREEMENT

This Agreement is entered into by and between Smart City Solutions, LLC, ("Smart City"), a Florida limited liability corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns, and will be effective thirty (30) days after the date of the last signature executing the Agreement.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Smart City has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and SBC Telecom, Inc. ("SBC") dated July 26, 2001 for the state of Florida.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Smart City and BellSouth hereby agree as follows:

1. With the exception of Attachments 2, 3, and 4, Smart City and BellSouth shall adopt in its entirety the SBC Interconnection Agreement dated July 26, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The SBC Interconnection Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The Parties further agree to the rates, terms and conditions as set forth in Exhibits 2, 3, and 4, which incorporate new Attachments 2, 3, and 4, respectively, and which are incorporated herein by reference.

3. The Parties further agree to incorporate into this agreement the addition of the following language into Attachment 1, Section 9.6.5 and Attachment 7, Section 1.8:

The Parties shall mutually agree to a UCC-1. In the event Smart City fails to remit to BellSouth any deposit requested pursuant to this Section, service to Smart City may be terminated, and any security deposits will be applied to Smart City's account(s). In the event that Smart City defaults on its account, service to Smart City will be terminated, and any security deposits held will be applied to its account.

4. The Parties further agree to replace Exhibit A and Exhibit E of Attachment 1 with the new Exhibit A, Attachment 1 as set forth in Exhibit 5 incorporated herein by reference.

5. The Parties further agree to replace Exhibit A of Attachment 7 with the new Exhibit A, Attachment 7 as set forth in Exhibit 6 incorporated herein by reference.

6. In the event that Smart City consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Smart City under this Agreement.

7. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3 of the General Terms and Conditions of the SBC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to such section 3, the effective date shall be July 26, 2001.

8. Smart City shall accept and incorporate any amendments to the SBC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

9. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Local Contract Manager and  
8th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, AL 35203

ICS Attorney  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375

Smart City Solutions, LLC

Attn: Lynn B. Hall and  
P. O. Box 22856  
Lake Buena Vista, FL 32830-2856

Attn: William D. Huttenhower  
P. O. Box 22856  
Lake Buena Vista, FL 32830-2856

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Smart City Solutions, LLC

  
Signature

  
Signature

Elizabeth R. A. Shiroishi  
Printed Name

Allen E. Sims  
Printed Name

Assistant Director  
Title

Chief Operating Officer  
Title

11/12/02  
Date

11/2/02  
Date

# **EXHIBIT 1**

## **EXHIBIT 2**



## **Attachment 2**

### **Network Elements and Other Services**

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## **ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**

### **1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Smart City in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Smart City. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require Smart City to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment Smart City used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of Smart City, and to the extent technically feasible, provide to Smart City access to its Network Elements for the provision of Smart City’s telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Smart City may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Smart City chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Smart City to the demarcation point associated with Smart City’s collocation arrangement.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Smart City may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide wireless telecommunications services.
- 1.7 Rates
- 1.7.1 The prices that Smart City shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Smart City purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.7.2 Rates, terms and conditions for order cancellation charges and expedite Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.

1.7.3 If Smart City 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 Smart City in accordance with FCC No. 1 Tariff, Section 5.

1.7.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

## **2 Unbundled Loops**

### **2.1 General**

2.1.1 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.

2.1.2 The provisioning of a Loop to Smart City'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.

2.1.3 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 (ULM) process, then Smart City can use the Special Construction (SC) process to request that BellSouth place facilities in order to meet Smart City's loop requirements. Standard Loop intervals shall not apply to the SC process.

2.1.4 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 15 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.

- 2.1.5 The Loop shall be provided to Smart City in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 Smart City may utilize the unbundled Loops to provide telecommunications services, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 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 Smart City 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 Smart City shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Smart City using the ULM process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 Smart City will be responsible for testing and isolating troubles on the Loops. Smart City must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. At the time of the trouble report, Smart City will be required to provide the results of the Smart City tests which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once Smart City has isolated a trouble to the BellSouth provided Loop, and has issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.1.8.3 If Smart City reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Smart City for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If Smart City reports trouble on a designed loop and no trouble is found, BellSouth will charge Smart City for any dispatch and testing outside the central office.
- 2.1.9 **Order Coordination and Order Coordination-Time Specific**
- 2.1.9.1 Order Coordination (OC) allows BellSouth and Smart City to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Smart City'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.

2.1.9.2 Order Coordination – Time Specific (OC-TS) allows Smart City to order a specific time for OC to take place. BellSouth will make every effort to accommodate Smart City's specific conversion time request. However, BellSouth reserves the right to negotiate with Smart City 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. Smart City may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Smart City 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 Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Smart City when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in Smart City's Interconnection Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to Smart City pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

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

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

**2.2 Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 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 Smart City 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).

- 2.2.3 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 Smart City. Smart City 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 (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that Smart City may request further testing on new UVL-SL1 loops. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Smart City. 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 Smart City 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.

2.3 **Unbundled Digital Loops**

- 2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.2 BellSouth shall make available the following UDLs:
- 2.3.2.1 2-wire Unbundled ISDN Digital Loop
  - 2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)
  - 2.3.2.3 2-wire Unbundled ADSL Compatible Loop
  - 2.3.2.4 2-wire Unbundled HDSL Compatible Loop



- 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Smart City 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. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) 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.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC 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.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12kft long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.

- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. This is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of Smart City in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. This is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of Smart City for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. These are optical two-point transmission paths that are dedicated to the use of Smart City in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.
- 2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate<sup>®</sup>Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.
- 2.4 **Unbundled Copper Loops (UCL)**
- 2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

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

- 2.4.2.1 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.
- 2.4.2.2 A short UCL-D (18kft or less) is provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance.
- 2.4.2.3 The long UCL-D (beyond 18kft) is provisioned as a dry copper twisted pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance.
- 2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Smart City.
- 2.4.2.5 These loops are not intended to support any particular services and may be utilized by Smart City to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.2.6 BellSouth will make available the following UCL-Ds:
  - 2.4.2.6.1 2-Wire UCL-D/short
  - 2.4.2.6.2 2-Wire UCL-D/long
  - 2.4.2.6.3 4-Wire UCL-D/short
  - 2.4.2.6.4 4-Wire UCL-D/long

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

- 2.4.3.1 The UCL-ND is 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 6kft 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 18kft in length, although the UCL-ND will not have a specific length limitation. For loops less than 18kft and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-

ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 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, Smart City can request Loop Make Up for which additional charges would apply.

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Smart City may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

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

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 Smart City may use BellSouth's ULM offering to remove bridged tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

## 2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 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 service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

2.5.2 BellSouth shall condition Loops, as requested by Smart City, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Smart City will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Smart City can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Smart City will determine the type of service that will be provided over the loop. BellSouth's 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 B of this Attachment.

2.5.4 In those cases where Smart City 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.

- 2.5.5 The ULM offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18kft; 2) removal of devices on 2-wire or 4-wire Loops longer than 18kft; and 3) removal of bridged taps on loops of any length.
- 2.5.6 Smart City shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Smart City desires BellSouth to condition.
- 2.5.7 When requesting ULM for a loop that BellSouth has previously provisioned for Smart City, Smart City will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by Smart City is available at the location for which the ULM was requested, Smart City will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, Smart City will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.6.1 Where Smart City 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 Smart City. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Smart City (e.g. hairpinning).
- 2.6.2 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).
- 2.6.3 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.
- 2.6.4 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. Smart City will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

2.7.1 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.

2.7.2 BellSouth shall permit Smart City to connect Smart City's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

2.7.3.1 Smart City may access the end user's customer-premises wiring by any of the following means and Smart City shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Smart City 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.

2.7.3.1.2 Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 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

2.7.3.1.4 Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of

electrical protection and to maintain the physical integrity of the NID. It will be Smart City'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.

2.7.3.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Smart City to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

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

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

2.8 **Sub-loop Elements**

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

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment

room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make 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)

- 2.8.2.2 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.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.
  - 2.8.2.3.1 If Smart City requests a UCSL and it is not available, Smart City 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.
- 2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.
  - 2.8.2.4.1 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Smart City's use on this cross-connect panel. Smart City will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.5 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, Smart City shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Smart City's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.



- 2.8.2.6 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Smart City is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Smart City's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the Website: <http://www.interconnection.bellsouth.com/products/html/unes.html>. 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 to accommodate Smart City's request for Unbundled Sub-Loops, Smart City may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Smart City will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.7 The site set-up must be completed before Smart City 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 Smart City'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.
- 2.8.2.8 Once the site set-up is complete, Smart City will request sub-loop pairs through submission of a LSR to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Smart City requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Smart City for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.3.1 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.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the end-users premises. Neither Party will 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 the other Party to place its facilities to the end user.
- 2.8.3.3 Requirements

- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) 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.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, Smart City will install UNTW Access Terminals for BellSouth at no additional charge.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Smart City for each pair activated commensurate to the price specified in Smart City's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premise, 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.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 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.
- 2.8.3.3.8 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 failure

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.

- 2.8.3.3.9 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).
- 2.8.3.3.10 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.
- 2.8.3.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
  - 2.8.3.3.11.1 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.
  - 2.8.3.3.11.2 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.

#### 2.8.4 **Unbundled Sub-Loop Feeder**

- 2.8.4.1 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.
- 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.8.4.3 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).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2-wire or 4-wire

communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Smart City's loop distribution elements onto BellSouth's feeder system.

- 2.8.4.5 Requirements
- 2.8.4.5.1 Smart City will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect 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, Smart City may request, through the BellSouth Special Construction (SC) process, a determination of costs to provide the sub-loop feeder element to Smart City. Smart City will then have the option of paying the SC charges or canceling the order.
- 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a DLR for this element.
- 2.8.4.5.3 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.
- 2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)
- 2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.
- 2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.
- 2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.
- 2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.
- 2.8.4.6.5 Requirements
- 2.8.4.6.5.1 Access in the SWC and RT will be via a Collocation cross-connect.
- 2.8.4.6.5.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.
- 2.8.4.6.6 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.

2.8.4.6.7 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to Smart City 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.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Smart City at Smart City's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more 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 Smart City'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.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Smart City may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Smart City's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Smart City's sub-loops to be concentrated onto two or more additional 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 Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Smart City's demarcation point associated with Smart City's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Smart City is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the

BellSouth RT/cross-box and shall allow Smart City's sub-loops to be placed on the USLC and transported to Smart City's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises connected via a cross connect to the demarcation point associated with Smart City's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Smart City to utilize Dark Fiber Loops.

2.8.7.2 Requirements

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

2.8.7.2.2 Smart City is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.7.2.3 BellSouth shall use its commercially reasonable efforts to provide to Smart City information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry (SI) from Smart City.

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

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Smart City Loop Makeup (LMU) information so that Smart City can make an independent judgment about whether the Loop is

capable of supporting the advanced services equipment Smart City intends to install and the services Smart City wishes to provide. This section addresses LMU as a preordering transaction, distinct from Smart City ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

- 2.9.1.2 BellSouth will provide Smart City LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to Smart City as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 Smart City may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop so long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Smart City and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Smart City's ability to provide advanced data services over the ordered loop type. Further, if Smart City orders loops that do not require a specific facility medium (i.e. copper only) or loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Smart City is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

- 2.9.2.1 Smart City may obtain LMU information by submitting a LMUSI mechanically or

manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Smart City needs further loop information in order to determine loop service capability, Smart City may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

- 2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Manual LMUSI is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

- 2.9.3.1 For a Mechanized LMUSI, Smart City may reserve up to ten Loop facilities. For a Manual LMUSI, Smart City may reserve up to three Loop facilities.

- 2.9.3.2 Smart City may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Smart City. During and prior to Smart City placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Smart City does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

- 2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

- 2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Smart City will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Smart City does not reserve facilities upon an initial LMUSI, Smart City's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

- 2.9.4.2 Where Smart City has reserved multiple Loop facilities on a single reservation, Smart City may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Smart City, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Smart City. If the ordered Loop type is not available, Smart City may utilize the ULM process or the SC process, as applicable, to obtain the Loop type ordered.



### **3 High Frequency Spectrum Network Element**

#### **3.1 General**

3.1.1 BellSouth shall provide Smart City access to the high frequency spectrum of the local loop as a UNE only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Smart City the ability to provide Digital Subscriber Line (xDSL) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Smart City shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.4 BellSouth will provide Loop Modification to Smart City on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Smart City requests that BellSouth modify a Loop longer than 18kft and such modification significantly degrades the voice services on the Loop, Smart City shall pay for the Loop to be restored to its original state.

3.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Smart City desires to continue

providing xDSL service on such Loop, Smart City shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Smart City notice in a reasonable time prior to disconnect, which notice shall give Smart City an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Smart City purchases the full stand-alone loop, Smart City may elect the type of loop it will purchase. Smart City will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event Smart City purchases a voice grade Loop, Smart City acknowledges that such Loop may not remain xDSL compatible.

3.1.6 Only one competitive local exchange carrier (CLEC) shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide Smart City with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Smart City must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop.

3.2.1.2 Smart City may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Smart City's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth CRSG.

3.2.1.3 Once a splitter is installed on behalf of Smart City in a central office in which Smart City is located, Smart City shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Smart City shall pay the electronic or manual ordering charges as applicable when Smart City orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Smart City's data.

3.3 **BellSouth Provided Splitter**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Smart City access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Smart City's xDSL equipment in Smart City's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Smart City with a carrier notification letter, informing Smart City of change. Smart City shall purchase ports on the splitter in increments of 8, 24, or 96 ports in Florida.

3.3.2 BellSouth will install the splitter in (i) a common area close to Smart City's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Smart City's DS0 termination point as possible. Smart City shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Smart City on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Smart City DS0 at such time that a Smart City end user's service is established.

### 3.4 **CLEC Provided Splitter**

3.4.1 Smart City may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Smart City may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 shall apply.

3.4.2 Any splitters installed by Smart City in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Smart City may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

### 3.5 **Ordering**

3.5.1 Smart City shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide Smart City the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.5.4 BellSouth will provide Smart City access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Smart City shall pay the rates for such services as described in Exhibit B.

### 3.6 **Maintenance and Repair**

3.6.1 Smart City shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If Smart City is using a

BellSouth owned splitter, Smart City may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Smart City provides its own splitter, it may test from the collocation space or the Termination Point.

- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Smart City will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 Smart City shall inform its end users to direct data problems to Smart City, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.6.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Smart City, BellSouth will notify Smart City. Smart City will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Smart City will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Smart City's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

### 3.7 **Line Splitting**

#### 3.7.1 **General**

- 3.7.1.1 Line splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end-users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. Smart City shall provide BellSouth with a signed Letter of Authorization (LOA) between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Smart City will not provide voice and data services.
- 3.7.1.2 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Smart City or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone

UNE loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

3.7.1.3 When end users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Smart City for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Smart City or its authorized agent to determine if the loop is compatible for Line Splitting Service. Smart City or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and Smart City or its authorized agent submits an LSR to BellSouth to change the loop.

### 3.7.2 **Provisioning Line Splitting and Splitter Space**

3.7.2.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Smart City or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the NID at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the NID at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.7.2.2 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.7.2.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, Bellsouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.

3.7.2.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

### 3.7.3 **Ordering**

3.7.3.1 Smart City shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFAs for use with Line Splitting.

- 3.7.3.2 BellSouth shall provide Smart City the LSR format to be used when ordering Line Splitting service.
- 3.7.3.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.7.3.4 BellSouth will provide Smart City access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Smart City shall pay the rates for such services as described in Exhibit B.
- 3.7.3.5 BellSouth will provide loop modification to Smart City on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: <HTTP://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.
- 3.7.4 **Maintenance**
- 3.7.4.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Smart City will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.7.4.2 Smart City shall inform its end users to direct data problems to Smart City, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.7.4.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.7.4.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

3.7.4.5 If Smart City is not the data provider, Smart City shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions, related to the data provider.

### **3.8 Remote Site High Frequency Spectrum**

#### **3.8.1 General**

3.8.1.1 BellSouth shall provide Smart City access to the high frequency spectrum of the local sub-loop as an UNE only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.

3.8.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper sub-loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Smart City the ability to provide Digital Subscriber Line (xDSL) data services to the end user for whom BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the sub-loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Smart City shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.8.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire (Non-Designed) copper sub-loop. An unloaded copper sub-loop has no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.8.1.4 BellSouth will provide Loop Modification to Smart City on an existing sub-loop in accordance with procedures developed in the Line Sharing Collaborative. Procedures for High Frequency Spectrum (Remote Site) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If Smart City requests modifications on a sub-loop longer than 18kft and requested modifications significantly degrades the voice services on the loop, Smart City shall pay for the loop to be restored to its original state.

3.8.1.5 The High Frequency Spectrum shall only be available on sub-loops provided by BellSouth that continues to provide, analog voice service directly to the end user.

In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Smart City desires to continue providing xDSL service on such sub-loop, Smart City shall be required to purchase a full stand-alone sub-loop. To the extent commercially practicable, BellSouth shall give Smart City notice in a reasonable time prior to disconnect, which notice shall give Smart City an adequate opportunity to notify BellSouth of its intent to purchase such sub-loop. In those cases where BellSouth no longer provides voice service to the end user and Smart City purchases the full stand-alone sub-loop, Smart City may elect the type of sub-loop it will purchase. Smart City will pay the appropriate recurring and non-recurring rates for such sub-loop as set forth in Exhibit B to this Attachment. In the event Smart City purchases a voice grade Loop, Smart City acknowledges that such sub-loop may not remain xDSL compatible.

3.8.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular sub-loop.

### 3.8.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.8.2.1 BellSouth will provide Smart City with access to the High Frequency Spectrum as follows:

3.8.2.1.1 To order High Frequency Spectrum on a particular sub-loop, Smart City must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the end-user of such sub-loop.

3.8.2.1.2 Smart City may provide its own splitters or may order splitters in a remote site once Smart City has installed its DSLAM at that remote site. BellSouth will install splitters within thirty-six (36) calendar days of Smart City's submission of an error free LSOD to the BellSouth CRSG.

3.8.2.1.3 Once a splitter is installed on behalf of Smart City in a remote site in which Smart City is located, Smart City shall be entitled to order the High Frequency Spectrum on lines served out of that remote site. BellSouth will bill and Smart City shall pay applicable for High Frequency Spectrum end-user activation.

### 3.8.3 **BellSouth Owned Splitter**

3.8.3.1 BellSouth will select, purchase, install and maintain a splitter at the remote site. Smart City's meet point is at the BellSouth "cross connect" point located at the Feeder Distribution Interface (FDI). Smart City will provide a cable facility to the BellSouth FDI. BellSouth will splice Smart City's cable to BellSouth's spare binding post in the FDI and use "cross connects" to connect Smart City's cable facility to the BellSouth splitter. The splitter will route the high frequency portion of the circuit to Smart City's xDSL equipment in their collocation space. Access to



the high frequency spectrum is not compatible with foreign exchange (FX) lines, ISDN, and other services listed in the technical section of this document.

3.8.3.2 The BellSouth splitter bifurcates the digital and voice band signals. The low frequency voice band portion of the circuit is routed back to the BellSouth switch. The high frequency digital traffic portion of the circuit is routed to the xDSL equipment in Smart City's Remote Terminal (RT) collocation space and routed back to Smart City's network. At least 30 business days before making a change in splitter suppliers, BellSouth will provide Smart City with a carrier notification letter, informing Smart City of change. Smart City shall purchase ports on the splitter in increments of 24 ports.

3.8.3.3 BellSouth will install the splitter in (i) a common area close to Smart City's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Smart City's DS0 termination point as possible. Smart City shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the remote site in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Smart City DS0 at such time that a Smart City end user's service is established.

#### 3.8.4 **CLEC Owned Splitter**

3.8.4.1 Smart City may at its option purchase, install and maintain splitters in its collocation arrangements. Smart City may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply. Smart City will be required to activate cable pairs in no less than 8 (eight) pair increments.

3.8.4.2 Any splitters installed by Smart City in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Smart City may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

#### 3.8.5 **Ordering**

3.8.5.1 Smart City shall use BellSouth's Remote Splitter Ordering Document (RSOD) to order and activate splitters from BellSouth or to activate CLEC owned splitters at an RT for use with High Frequency Spectrum.

3.8.5.2 BellSouth will provide Smart City the LSR format to be used when ordering the High Frequency Spectrum.

3.8.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.8.5.4 BellSouth will provide Smart City access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Smart City shall pay the rates for such services, as described in Exhibit B.

3.8.5.5 BellSouth shall test the data portion of the sub-loop to ensure the continuity of the wiring for Smart City's data.

### 3.8.6 **Maintenance and Repair**

3.8.6.1 Smart City shall have access for repair and maintenance purposes, to any sub-loop for which it has access to the High Frequency Spectrum. If Smart City is using a BellSouth owned splitter, Smart City may access the sub-loop at the point where the data signal exits. If Smart City provides its own splitter, it may test from the collocation space or the Termination Point.

3.8.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Smart City will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.8.6.3 Smart City shall inform its end users to direct data problems to Smart City, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.8.6.4 Once a Party has isolated a trouble to the other Party's portion of the sub-loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the sub-loop.

3.8.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Smart City, BellSouth will notify Smart City. Smart City will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Smart City will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Smart City's access to the High Frequency Spectrum on such sub-loop. BellSouth will not be responsible for any loss of data as a result of this action.

## 4 **Local Switching**

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as

set forth in the Sections below to Smart City for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Smart City for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 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; (C) switching provided by remote switching modules; and (D) 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. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Smart City when Smart City serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Miami, FL; Orlando, FL; and Ft. Lauderdale, FL, 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.

4.2.3 In the event that Smart City orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge Smart City the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Smart City's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

- 4.2.6 Provided that Smart City purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Smart City local end user, or originated by a BellSouth local end user and terminated to an Smart City local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Smart City the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Smart City shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 Where Smart City purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Smart City end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's GSSTs. For such local calls, BellSouth will charge Smart City the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Smart City shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Smart City the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.2.9 **Unbundled Port Features**
- 4.2.9.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.
- 4.2.9.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.9.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.9.4 BellSouth will provide to Smart City selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Smart City will be made pursuant to the BFR/NBR Process as set forth in the General Terms and Conditions.
- 4.2.10 **Remote Call Forwarding**

- 4.2.10.1 As an option, BellSouth shall make available to Smart City an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Smart City will ensure that the following conditions are satisfied:
- 4.2.10.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);
- 4.2.10.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 4.2.10.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and
- 4.2.10.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).
- 4.2.10.2 In addition to the charge for the URCF service port, BellSouth shall charge Smart City the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).
- 4.2.11 **Provision for Local Switching**
- 4.2.11.1 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.
- 4.2.11.2 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.
- 4.2.11.3 BellSouth shall perform manual call trace and permit customer originated call trace. 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.
- 4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Smart City all AIN triggers in connection with its SMS/SCE offering.

- 4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Smart City.
- 4.2.12 **Local Switching Interfaces.**
- 4.2.12.1 Smart City shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:
  - 4.2.12.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 4.2.12.1.2 Coin phone signaling;
  - 4.2.12.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
  - 4.2.12.1.4 Two-wire analog interface to PBX;
  - 4.2.12.1.5 Four-wire analog interface to PBX;
  - 4.2.12.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
  - 4.2.12.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
  - 4.2.12.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
  - 4.2.12.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.3 **Tandem Switching**
- 4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.2 **Technical Requirements**
- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement,

6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Smart City and BellSouth;
- 4.3.2.1.3 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;
- 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
- 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Smart City.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll-free traffic received from Smart City's local switch.
- 4.3.2.5 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.
- 4.3.3 Upon Smart City's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Smart City's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Smart City. AIN Selective Carrier Routing will provide Smart City with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

- 4.4.2 Smart City shall order AIN Selective Carrier Routing through its Account Team and/or Local Contract Manager. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by Smart City, the routing of Smart City's end user calls shall be pursuant to information provided by Smart City and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Smart City shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each Smart City end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. Smart City shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.
- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN\_SCR Central Office Identification Form - Form C, AIN\_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Smart City's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Smart City, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to Smart City following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to Smart City following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Smart City following the normal billing cycle for per query charges.



- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.
- 4.5 **Packet Switching Capability**
- 4.5.1 The packet switching capability network element is defined as the 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.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 4.5.2.1 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);
- 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Smart City seeks to offer;
- 4.5.2.3 BellSouth has not permitted Smart City to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Smart City obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
- 4.5.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

## **5 Unbundled Network Element Combinations**

- 5.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by Smart City are in fact already combined by BellSouth in the BellSouth network.
- 5.2 Unbundled Network Element Combinations shall include:
- 5.2.1 Density Zone 1 Enhanced Extended Links (EELs);
- 5.2.2 Ordinarily Combined UNE Combinations;
- 5.2.3 Special Access Service to UNE Conversions;

- 5.2.4 Currently Combined Transport Element Combination Conversions; and
- 5.2.5 UNE Loop/Port Combinations.

**5.3 Density Zone 1 EELs**

- 5.3.1 EELs are a combination of unbundled loop and transport. BellSouth shall provide Smart City with EELs where they are available.

- 5.3.2 Density Zone 1 EELs, as they relate to the FCC's Unbundled Switching Option, are comprised of the configurations in Section 5.3.4 consisting of Local Loop and Interoffice Channel terminating in the requesting CLEC's collocation in the Point of Presence (POP) Serving Wire Center (SWC).

- 5.3.3 Density Zone 1 EELs are intended to provide new service connectivity from an end user's location through that end user's SWC to Smart City's collocation space in a BellSouth central office. The circuit must be connected to the Smart City's switch for the purpose of provisioning circuit telephone exchange service to the Smart City's end-user customers. These new EELs may be connected within the Smart City's collocation to other transport terminating into Smart City's switch.

- 5.3.4 Density Zone 1 EELs are:

- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

- 5.3.5 Density Zone 1 EELs as described in Section 5.3.4 shall be made available to Smart City as new service in density zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Miami, FL; Orlando, FL; and Ft. Lauderdale, FL MSAs.

- 5.3.6 Density Zone 1 EELs as described in Section 5.3.4 are subject to the restrictions of Sections 5.6.1.1, 5.6.1.2, 5.6.1.3, and 5.6.2.

- 5.3.7 Rates

- 5.3.7.1 Density Zone 1 EEL rates as described in Section 5.3.4 shall be the sum of the recurring rates for that combination as set forth in Exhibit B of this Attachment.

#### **5.4 Ordinarily Combined UNE Combinations**

5.4.1 BellSouth shall provide Ordinarily Combined UNE Combinations to Smart City as new service in all states, where available, regardless of whether or not such network element combinations are Currently Combined. Ordinarily Combined UNE Combinations consist of a loop-transport combination, where the transport may consist of an Interoffice Channel, a Local Channel, or a Local Channel and an Interoffice Channel. These combinations may terminate to Smart City's collocation; however collocation is not required. BellSouth does not connect Ordinarily Combined UNEs Combinations to tariffed services.

#### **5.4.2 Rates**

5.4.2.1 The rates for Ordinarily Combined UNE Combinations, which replicate the architecture described in Section 5.3.4, shall be the sum of the recurring and non-recurring rates for that combination as set forth in Exhibit B of this Attachment.

5.4.2.2 The rates for Ordinarily Combined UNE Combinations which do not replicate a combination described in Section 5.3.4, shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment.

5.4.3 To the extent that Smart City seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Smart City, at its option, may request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

#### **5.5 Currently Combined Combinations to UNE Conversions**

5.5.1 In every state within which BellSouth operates, Smart City's existing network transport element combinations may be converted to UNEs, if requested. These combinations may not be connected to tariffed services.

#### **5.5.2 Rates**

5.5.2.1 The rates for the Conversion of Currently Combined Combinations which replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for that combination and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.2.2 The rates for the Conversion of Currently Combined Combinations which do not replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for the stand-alone network elements and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.5.3 To the extent BellSouth has not developed methods and procedures to provide any specific combination of network elements requested by Smart City, whether or not Currently Combined, such methods and procedures shall be established pursuant to the BFR/NBR process.

## 5.6 Special Access Service to UNE Conversions

5.6.1 In every state within which BellSouth operates, Smart City may not convert existing special access services to combinations of loop and transport network elements, whether or not Smart City self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Smart City 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 Smart City requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Smart City shall provide to BellSouth a certification that Smart City is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option Smart City seeks to qualify for conversion of special access circuits. Smart City shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.6.1.1 **Option 1:** Smart City certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Smart City's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Smart City is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Smart City can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.6.1.2 **Option 2:** Smart City certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must terminate at Smart City's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.6.1.3 **Option 3:** Smart City certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and

at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Smart City does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 5.6.2 In addition, there may be extraordinary circumstances where Smart City is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.6.1. In such case, Smart City may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, then upon Smart City's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.6.3 BellSouth may, at its sole discretion, audit Smart City's records in order to verify compliance with the local usage option provided by Smart City pursuant to Section 5.6.1. The audit shall be conducted by a third party independent auditor, and Smart City shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Smart City shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Smart City 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 this 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 Smart City.
- 5.6.4 Smart City may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.6.5 Rates
- 5.6.5.1 For a Special Access network element combination which replicates a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of the recurring charges for the combinations and a one-time conversion charge as set forth in Exhibit B of this Attachment.

5.6.5.2 For a Special Access network element combination which does not replicate a configuration described in Section 5.3.4, the rates for the UNEs resulting from a Special Access conversion shall be the sum of recurring charges of the stand-alone network elements and a conversion charge as set forth in Exhibit B of this Attachment.

## **5.7 UNE Port/Loop Combinations**

5.7.1 Combinations of port and loop UNEs along with switching and transport UNEs provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.7.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.

5.7.3 Except as set forth in section 5.7.4 below, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.

5.7.4 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as a UNE.

5.7.4.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Miami, FL; Orlando, FL; and Ft. Lauderdale, FL, MSAs to Smart City if Smart City's customer has 4 or more DS0 equivalent lines.

5.7.4.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as a UNE and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/loop combination, such rate shall be negotiated by the Parties.

5.7.5 BellSouth shall make 911 updates in the BellSouth 911 database for Smart City's UNE port/loop combinations. BellSouth will not bill Smart City for 911 surcharges. Smart City is responsible for paying all 911 surcharges to the applicable governmental agency.

5.7.6 Combination Offerings

- 5.7.6.1 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.
- 5.7.6.2 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.
- 5.7.6.3 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.
- 5.7.6.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, 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.
- 5.7.6.5 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.
- 5.7.6.6 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.
- 5.7.6.7 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.
- 5.7.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, 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.

## 6. **Transport, Channelization and Dark Fiber**

### 6.1 **Transport**

- 6.1.1 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 Smart City for the provision of a telecommunications service. Interoffice transmission facility network elements include:
  - 6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire

centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Smart City.

- 6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
- 6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
- 6.1.2 BellSouth shall:
  - 6.1.2.1 Provide Smart City exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
  - 6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;
  - 6.1.2.3 Permit, to the extent technically feasible, Smart City to connect such interoffice facilities to equipment designated by Smart City, including but not limited to, Smart City's collocated facilities; and
  - 6.1.2.4 Permit, to the extent technically feasible, Smart City to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 Technical Requirements of Common (Shared) Transport
  - 6.1.3.1 Common (Shared) 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 applicable industry standards.
  - 6.1.3.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
  - 6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.



- 6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.
- 6.2 **Dedicated Transport**
- 6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:
  - 6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between Smart City's Point of Presence (POP) and Smart City's collocation space in the BellSouth Serving Wire Center for Smart City's POP, and
  - 6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
  - 6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:
    - 6.2.1.3.1 As capacity on a shared UNE facility.
    - 6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Smart City.
  - 6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.
- 6.2.2 Technical Requirements
  - 6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Smart City designated traffic.
  - 6.2.2.2 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 applicable industry standards.
  - 6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.
  - 6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
    - 6.2.2.4.1 DS0 Equivalent;
    - 6.2.2.4.2 DS1;
    - 6.2.2.4.3 DS3; and
    - 6.2.2.4.4 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.

- 6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Smart City shall specify the termination points for Dedicated Transport.
- 6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.2.7 BellSouth Technical References:
  - 6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
  - 6.2.2.7.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.
  - 6.2.2.7.3 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

- 6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization 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, Smart City may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.
- 6.3.2 BellSouth shall make available the following channelization systems and COCIs:
  - 6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.
  - 6.3.2.2 DS1 COCI, which can be activated on a DS3 Channelization System.
  - 6.3.2.3 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
  - 6.3.2.4 Voice Grade, Digital Data and ISDN can be activated on a DS1 Channelization System through the use of a COCI.
  - 6.3.2.5 Data COCI, which can be activated on a DS1 Channelization System.
  - 6.3.2.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.
- 6.3.3 Technical Requirements

- 6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Smart City's channelization equipment must adhere strictly to form and protocol standards. Smart City must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 6.3.3.2 DS0 to DS1 Channelization. The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
- 6.3.3.3 DS1 to DS3 Channelization. The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.3.3.4 DS1 to STS Channelization. The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

#### 6.4 **Dark Fiber Transport**

- 6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Transport is offered in two configurations: Interoffice Channel, between Smart City's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel, from Smart City's POP to Smart City's collocation arrangement in the POP serving wire center. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Smart City to utilize Dark Fiber Transport.
- 6.4.2 Requirements
  - 6.4.2.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
  - 6.4.2.2 Smart City is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.2.3 BellSouth shall use its best efforts to provide to Smart City information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Smart City. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

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

## **7 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a Signaling Control Point (SCP) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (SSP) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Smart City's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Smart City.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

## **8 Line Information Database (LIDB)**

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Smart City must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user 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's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

- 8.2 Technical Requirements
- 8.2.1 BellSouth will offer to Smart City any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.2 BellSouth shall process Smart City's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Smart City what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.3 Within two (2) weeks after a request by Smart City, BellSouth shall provide Smart City with a list of the customer data items, which Smart City 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.
- 8.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.7 All additions, updates and deletions of Smart City data to the LIDB shall be solely at the direction of Smart City. Such direction from Smart City will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.8 BellSouth shall provide priority updates to LIDB for Smart City data upon Smart City'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.
- 8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Smart City customer records will be missing from LIDB, as measured by Smart City audits. BellSouth will audit Smart City records in LIDB against DBAS to identify record mismatches and provide this data to a designated Smart City contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Smart City within one business day of audit. Once reconciled records are received back from Smart City, 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 Smart City to negotiate a time frame for the updates, not to exceed three business days.

- 8.2.10 BellSouth shall perform backup and recovery of all of Smart City'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.
- 8.2.11 BellSouth shall provide Smart City with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Smart City and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of Smart City 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 Smart City in writing.
- 8.2.13 BellSouth shall provide Smart City 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 Smart City at least at parity with BellSouth Customer Data. BellSouth shall obtain from Smart City the screening information associated with LIDB Data Screening of Smart City 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 Smart City under the BFR/NBR process.
- 8.2.14 BellSouth shall accept queries to LIDB associated with Smart City customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
  - 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
  - 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
  - 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.

- 8.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 8.3.5 The application of the LIDB rates contained in Exhibit B to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. Smart City shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Smart City shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

**9 Signaling**

- 9.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

**9.2 Signaling Link Transport**

- 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Smart City-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.2.2 Technical Requirements
- 9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
- 9.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
- 9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

- 9.2.4.1 An A-link layer shall consist of two links.
- 9.2.4.2 A B-link layer shall consist of four links.
- 9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 9.2.4.3.1 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
  - 9.2.4.3.2 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).
- 9.2.5 Interface Requirements
  - 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Smart City's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.3 **Signaling Transfer Points (STPs)**
  - 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
  - 9.3.2 Technical Requirements
    - 9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
    - 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
    - 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Smart City local switch and third party local switch, the



BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Smart City local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Smart City or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Smart City database, then Smart City agrees to provide BellSouth with the Destination Point Code for Smart City database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Smart City or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

#### 9.4 **SS7 Advanced Intelligent Network (AIN) Access**

- 9.4.1 When technically feasible and upon request by Smart City, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Smart City's SS7 network to exchange TCAP queries and responses with a Smart City SCP.
- 9.4.2 SS7 AIN Access shall provide Smart City SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Smart City SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection

arrangement shall result in the BellSouth local switch recognizing the Smart City SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

#### 9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect Smart City or Smart City-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Smart City local switching systems; and,

9.4.3.1.2 A B-link interface from Smart City local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

#### 9.4.4 Message Screening

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

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

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

#### 9.5 Service Control Points/Databases

- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.5.3 Technical Requirements for SCPs/Databases
- 9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.6 **Local Number Portability Database**
- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 9.7 **SS7 Network Interconnection**
- 9.7.1 SS7 Network Interconnection is the interconnection of Smart City local signaling transfer point switches or Smart City local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Smart City local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Smart City or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.3 If traffic is routed based on dialed or translated digits between a Smart City 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 Smart City local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.7.4 SS7 Network Interconnection shall provide:
  - 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Smart City local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Smart City local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 Interface Requirements
  - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect Smart City or Smart City-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
    - 9.7.9.1.1 A-link interface from Smart City local or tandem switching systems; and

- 9.7.9.1.2 B-link interface from Smart City STPs.
- 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from Smart City local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Smart City switching system has a valid signaling relationship.

**10 Operator Services (Operator Call Processing and Directory Assistance)**

- 10.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 10.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
  - 10.2.1 Process 0+ and 0- dialed local calls.
  - 10.2.2 Process 0+ and 0- intraLATA toll calls.
  - 10.2.3 Process calls that are billed to Smart City end user's calling card that can be validated by BellSouth.
  - 10.2.4 Process person-to-person calls.
  - 10.2.5 Process collect calls.
  - 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.
  - 10.2.7 Process station-to-station calls.

- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing Smart City local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to Smart City that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Smart City.
- 10.2.15 Provide call records to Smart City in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 **Directory Assistance Service**

- 10.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Smart City's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 **Directory Assistance Service Updates**

- 10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
  - 10.3.3.1.1 New end user connections
  - 10.3.3.1.2 End user disconnections
  - 10.3.3.1.3 End user address changes
- 10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 **Branding for Operator Call Processing and Directory Assistance**

- 10.4.1 BellSouth's branding feature provides a definable announcement to Smart City end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Smart City to have its calls custom branded with Smart City's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in this Attachment.
- 10.4.2 BellSouth offers three branding offering options to Smart City when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 10.4.3 Upon receipt of the custom branding order from Smart City, the order is considered firm after ten business days. Should Smart City decide to cancel the order, written notification to Smart City's BellSouth Account Executive is required. If Smart City decides to cancel after ten business days from receipt of the custom branding order, Smart City shall pay all charges per the order.
- 10.4.4 **Selective Call Routing Using Line Class Codes (SCR-LCC)**
- 10.4.4.1 Where Smart City purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route Smart City's end user calls to that provider through Selective Call Routing.
- 10.4.4.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Smart City to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 10.4.4.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.4.4.4 Where available, Smart City specific and unique line class codes are programmed in each BellSouth end office switch where Smart City intends to serve end users with customized OCP/DA branding. The line class codes specifically identify Smart City's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Smart City intends to provide Smart City-branded OCP/DA to its end users in these multiple rate areas.
- 10.4.4.5 BellSouth Branding is the default branding offering.
- 10.4.4.6 SCR-LCC supporting Custom Branding and Self Branding require Smart City to order dedicated trunking from each BellSouth end office identified by Smart City,

either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Smart City Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

- 10.4.4.7 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Smart City to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 10.4.4.8 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.4.5 **UNE Provider Branding via Originating Line Number Screening (OLNS)**
- 10.4.5.1 BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Smart City shall not be required to purchase dedicated trunking.
- 10.4.5.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Smart City must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth’s LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Smart City must submit a manual order form which requires, among other things, Smart City’s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Smart City shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Smart City’s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Smart City end users served by that TOPS will receive the Unbranded “no announcement” or the Custom Branded announcement.
- 10.4.5.3 BellSouth Branding is the default branding offering.
- 10.4.5.4 Rates for Unbranding and Custom Branding via OLNS software for DA and for OCP are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Smart City applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the



charges for Unbranding and Custom Branding via OLNS software, Smart City shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's DA and OCP platforms as set forth in this Attachment. Further, where Smart City is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.6 **Facilities Based Carrier Branding**

10.4.6.1 All Service Levels require Smart City to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.6.2 Unbranding is the default branding offering.

10.4.6.3 Rates for Custom Branded OCP/DA are set forth in this Attachment.

10.4.6.4 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Smart City requires service.

10.4.6.5 Directory Assistance customized branding uses:

10.4.6.5.1 the recording of Smart City;

10.4.6.5.2 the loading on the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.6.6 Operator Call Processing customized branding uses:

10.4.6.6.1 the recording of Smart City;

10.4.6.6.2 the loading on the NAV. All NAV shelves within the region where the customer is offering service must be loaded.

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Smart City end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Smart City agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all

terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Smart City agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide Smart City with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30-45 days after receiving an order from Smart City to prepare the Base File.

10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since Smart City's previous update. Delivery of updates will commence immediately after Smart City receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Smart City mutually develop CONNECT: Direct™ electronic connectivity. Smart City will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.5.4 Smart City authorizes the inclusion of Smart City Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

## 10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Smart City's directory assistance operators with the ability to search, using a standard directory assistance search format, the same listing information that is available to BellSouth operators including all available BellSouth subscriber listings, all available listings associated with lines resold by competitive local exchange carriers, and all available listings associated with lines provisioned by local exchange carriers that provide their listings to BellSouth. DADAS will also provide Smart City with the ability to search all listings BellSouth obtains from sources other than the provider of the local exchange lines associated with the listings. The search format will be provided to Smart City by BellSouth upon subscription to the service. Subscription to DADAS requires that Smart City utilize its own switch, operator workstations, directory assistance operators, transport facilities, and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC No. 1 tariff.

## 11 **Automatic Location Identification/Data Management System (ALI/DMS)**

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service

provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

## 11.2 Technical Requirements

11.2.1 BellSouth shall provide Smart City access to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Smart City after Smart City provides end user information for input into the ALI/DMS database.

11.2.2 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 Smart City requests otherwise and shall be updated if Smart City requests, provided Smart City supplies BellSouth with the updates.

11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.2.4 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.

## 11.3 Interface Requirements

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Smart City end users shall meet industry standards.

## 12 Calling Name (CNAM) Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Smart City the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

12.2 Smart City shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to Smart City's access to BellSouth's CNAM Database Services and shall be addressed to Smart City's Local Contract Manager.

12.3 BellSouth's provision of CNAM Database Services to Smart City requires interconnection from Smart City to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Smart City shall provide its own CNAM SSP. Smart City's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If Smart City elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Smart City desires to query.
- 12.6 If Smart City queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by Smart City for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Smart City in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Smart City to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 Smart City CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Smart City

the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

- 13.2 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 Smart City. 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.
- 13.3 BellSouth SCP shall partition and protect Smart City service logic and data from unauthorized access.
- 13.4 When Smart City selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Smart City to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 Smart City access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow Smart City to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

#### **14 Basic 911 and E911**

- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.2 Basic 911 Service Provisioning. BellSouth will provide to Smart City 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. Smart City 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. Smart City will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Smart City will be required to begin using E911 procedures.
- 14.3 E911 Service Provisioning. Smart City shall install a minimum of two dedicated trunks originating from the Smart City 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 u-255 Law convention.

Smart City will be required to provide BellSouth daily updates to the E911 database. Smart City 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, Smart City 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. Smart City shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Smart City beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to Smart City shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

**15 Operational Support Systems (OSS)**

- 15.1 BellSouth has developed and made available the following electronic interfaces by which Smart City may submit LSRs electronically.
  - LENS Local Exchange Navigation System
  - EDI Electronic Data Interchange
  - TAG Telecommunications Access Gateway
- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit B of this Attachment.
- 15.3 Denial/Restoral OSS Charge
  - 15.3.1 In the event Smart City provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
- 15.4 Cancellation OSS Charge
  - 15.4.1 Smart City will incur an OSS charge for an accepted LSR that is later canceled.

- 15.5 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 15.6 Network Elements and Other Services Manual Additive
  - 15.6.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed in Exhibit B.

**EXHIBIT A****LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that Smart City 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 Smart City.
- C. Special billing number - a ten-digit number that identifies a billing account established by Smart City.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Smart City that 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 Smart City.
- 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 BellSouth by Smart City.

**II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Smart City and pursuant to which BellSouth, its LIDB customers and Smart City shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Smart City's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Smart City understands that BellSouth 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 Smart City, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Smart City's account team and/or



Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening. BellSouth is authorized to use the billing number information to determine whether Smart City has identified the billing number as one that should not be billed for collect or third number calls.
  2. Calling Card Validation. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.
  3. Fraud Control. BellSouth 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 BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Smart City of fraud alerts so that Smart City may take action it deems appropriate.

### **III. Responsibilities of the Parties**

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Smart City pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Smart City for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Smart City's data from BellSouth's data, the following terms and conditions shall apply:

1. Smart City will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Smart City's End User accounts which are resident in LIDB pursuant to this Agreement. Smart City authorizes BellSouth to place such charges on Smart City's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. Smart City shall have the responsibility to render a billing statement to its End Users for these charges, but Smart City shall pay BellSouth for the charges billed regardless of whether Smart City collects from Smart City's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between Smart City and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Smart City. It shall be the responsibility of Smart City and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. **SPNP Arrangements**

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. Smart City will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth 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 BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Smart City. BellSouth will not issue line-based calling cards in the name of Smart City's individual End Users. In the event that Smart City wants to include calling card numbers assigned by Smart City in the BellSouth LIDB, a separate agreement is required.

**IV. Fees for Service and Taxes**

- A. Smart City will not be charged a fee for storage services provided by BellSouth to Smart City, as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth 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 Smart City in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Attachment: 2				Exhibit: B	
						Rec	Nonrecurring			NRC Disconnect		Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
						First	Add'l			First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>															
<b>OPERATIONAL SUPPORT SYSTEMS</b>															
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	Manual Service Order Charge, per LSR, Disconnect Only (FL)									SOMAN			1.83		
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)									SOME C		3.50			
<b>UNE SERVICE DATE ADVANCEMENT CHARGE</b>															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00								
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2W Analog VG Loop-SL1-Zone 1		1	UEANL	UEAL2	12.79	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Zone 2		2	UEANL	UEAL2	17.27	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Zone 3		3	UEANL	UEAL2	33.36	49.57	22.83	25.62	6.57			11.90		
	Loop Testing-Basic 1st Half Hour			UEANL	URET1		77.09						11.90		
	Loop Testing-Basic Add'l Half Hour			UEANL	URETA		33.12						11.90		
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78		8.94				11.90		
	Engineering Information Document (EI)			UEANL	UEANM		12.28		12.28						
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00		9.00						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02		23.02						
<b>2-WIRE Unbundled COPPER LOOP</b>															
	2W Unbundled Copper Loop-Non-Designed Zone 1		1	UEQ	UEQ2X	13.83	41.64	19.02	19.65	5.09			11.90		
	2W Unbundled Copper Loop-Non-Designed-Zone 2		1	UEQ	UEQ2X	15.29	41.64	19.02	19.65	5.09			11.90		
	2W Unbundled Copper Loop-Non-Designed-Zone 3		1	UEQ	UEQ2X	20.29	41.64	19.02	19.65	5.09			11.90		
	Order Coordination 2W Unbundled Copper Loop-Non-Designed (per loop)			UEQ	USBMC		9.00		9.00						
	Engineering Information Document			UEQ			12.28		12.28				11.90		
	Loop Testing-Basic 1st Half Hour			UEQ	URET1		77.09						11.90		
	Loop Testing-Basic Add'l Half Hour			UEQ	URETA		33.12						11.90		
	CLEC to CLEC Conversion Charge w/o Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27		7.43				11.90		
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2W Analog VG Loop-SL1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.79	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Line Splitting-Zone 2		1	UEPSR UEPSB	UEABS	12.79	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Line Splitting-Zone 1		2	UEPSR UEPSB	UEALS	17.27	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.27	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	33.36	49.57	22.83	25.62	6.57			11.90		
	2W Analog VG Loop-SL1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	33.36	49.57	22.83	25.62	6.57			11.90		
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 1		1	UEA	UEAL2	14.50	135.75	82.47	63.53	12.01			11.90		
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 2		2	UEA	UEAL2	19.57	135.75	82.47	63.53	12.01			11.90		
	2W Analog VG Loop-SL2 w/Loop or Ground Start Signaling-Zone 3		3	UEA	UEAL2	37.82	135.75	82.47	63.53	12.01			11.90		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02								
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 1		1	UEA	UEAR2	14.50	135.75	82.47	63.53	12.01			11.90		
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 2		2	UEA	UEAR2	19.57	135.75	82.47	63.53	12.01			11.90		
	2W Analog VG Loop-SL2 w/Reverse Battery Signaling-Zone 3		3	UEA	UEAR2	37.82	135.75	82.47	63.53	12.01			11.90		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.71		36.35				11.90		
<b>4-WIRE ANALOG VOICE GRADE LOOP</b>															
	4W Analog VG Loop-Zone 1		1	UEA	UEAL4	23.02	167.86	115.15	67.08	15.56			11.90		
	4W Analog VG Loop-Zone 2		2	UEA	UEAL4	31.07	167.86	115.15	67.08	15.56			11.90		
	4W Analog VG Loop-Zone 3		3	UEA	UEAL4	60.02	167.86	115.15	67.08	15.56			11.90		
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		23.02								
	CLEC to CLEC Conversion Charge w/o outside dispatch			UEA	UREWO		87.71		36.35				11.90		



UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	OSS Rates(\$)	
													Rec	Nonrecurring
													First	Add'l
<b>2-WIRE Unbundled COPPER LOOP</b>														
	2W Unbundled Copper Loop/Short including mani svc inq & facility reservation-Zone 1		1	UCL	UCLPB	12.65	148.50	102.82	75.05	15.63			11.90	
	2W Unbundled Copper Loop/Short including mani svc inq & facility reservation-Zone 2		2	UCL	UCLPB	17.08	148.50	102.82	75.05	15.63			11.90	
	2W Unbundled Copper Loop/Short including mani svc inq & facility reservation-Zone 3		3	UCL	UCLPB	33.00	148.50	102.82	75.05	15.63			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	2W Unbundled Copper Loop/Short w/o mani svc inq and facility reservation-Zone 1		1	UCL	UCLPW	12.65	123.81	70.09	60.64	9.12			11.90	
	2W Unbundled Copper Loop/Short w/o mani svc inq and facility reservation-Zone 2		2	UCL	UCLPW	17.08	123.81	70.09	60.64	9.12			11.90	
	2W Unbundled Copper Loop/Short w/o mani svc inq and facility reservation-Zone 3		3	UCL	UCLPW	33.00	123.81	70.09	60.64	9.12			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	2W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 1		1	UCL	UCL2L	37.07	148.50	102.82	75.05	15.63			11.90	
	2W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 2		2	UCL	UCL2L	50.04	148.50	102.82	75.05	15.63			11.90	
	2W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 3		3	UCL	UCL2L	96.67	148.50	102.82	75.05	15.63			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	2W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 1		1	UCL	UCL2W	37.07	123.81	70.09	60.64	9.12			11.90	
	2W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 2		2	UCL	UCL2W	50.04	123.81	70.09	60.64	9.12			11.90	
	2W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 3		3	UCL	UCL2W	96.67	123.81	70.09	60.64	9.12			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO		97.21	42.47					11.90	
<b>4-WIRE COPPER LOOP</b>														
	4W Copper Loop/Short-including mani svc inq and facility reservation-Zone 1		1	UCL	UCL4S	18.03	177.87	132.76	77.15	17.73			11.90	
	4W Copper Loop/Short-including mani svc inq and facility reservation-Zone 2		2	UCL	UCL4S	24.34	177.87	132.76	77.15	17.73			11.90	
	4W Copper Loop/Short-including mani svc inq and facility reservation-Zone 3		3	UCL	UCL4S	47.02	177.87	132.76	77.15	17.73			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	4W Copper Loop/Short-w/o mani svc inq and facility reservation-Zone 1		1	UCL	UCL4W	18.03	153.18	100.03	62.74	11.22			11.90	
	4W Copper Loop/Short-w/o mani svc inq and facility reservation-Zone 2		2	UCL	UCL4W	24.34	153.18	100.03	62.74	11.22			11.90	
	4W Copper Loop/Short-w/o mani svc inq and facility reservation-Zone 3		3	UCL	UCL4W	47.02	153.18	100.03	62.74	11.22			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	4W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 1		1	UCL	UCL4L	64.52	177.87	132.76	77.15	17.73			11.90	
	4W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 2		2	UCL	UCL4L	87.09	177.87	132.76	77.15	17.73			11.90	
	4W Unbundled Copper Loop/Long-includes mani svc inq and facility reservation-Zone 3		3	UCL	UCL4L	168.25	177.87	132.76	77.15	17.73			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	4W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 1		1	UCL	UCL4O	64.52	153.18	100.03	62.74	11.22			11.90	
	4W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 2		2	UCL	UCL4O	87.09	153.18	100.03	62.74	11.22			11.90	
	4W Unbundled Copper Loop/Long-w/o mani svc inq and facility reservation-Zone 3		3	UCL	UCL4O	168.25	153.18	100.03	62.74	11.22			11.90	
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00						
	CLEC to CLEC Conversion Charge w/o outside dispatch			UCL	UREWO		97.21	42.47					11.90	
<b>LOOP MODIFICATION</b>														
	Unbundled Loop Modification, Removal of Load Coils-2W pair < or = 18kft			UAL,UHL,UCL,UEQ,ULS,UEA,UEANL,UDL,UDC,UDN,USL	ULM2L		0.00	0.00					11.90	
	Unbundled Loop Modification, Removal of Load Coils-2W > 18kft			UCL,ULS,UEQ	ULM2G		343.12	343.12					11.90	
	Unbundled Loop Modification Removal of Load Coils-4W < or = 18kft			UHL,UCL	ULM4L		0.00	0.00					11.90	
	Unbundled Loop Modification Removal of Load Coils-4W pair > 18kft			UCL	ULM4G		343.12	343.12					11.90	





**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect			Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	
							First	Add'l	First							Add'l
											OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Concentration-2W Voice-Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	11.90	16.59	16.50	6.77	6.73						
	Unbundled Loop Concentration-4W Voice Loop Interface (Specials Card)			UEA	ULCC4	7.10	16.59	16.50	6.77	6.73						
	Unbundled Loop Concentration-TEST CIRCUIT Card			ULC	UCTTC	34.68	16.59	16.50	6.77	6.73						
	Unbundled Loop Concentration-Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	10.51	16.59	16.50	6.77	6.73						
	Unbundled Loop Concentration-Digital 56 Kbps Data Loop Interface			UDL	ULCC5	10.51	16.59	16.50	6.77	6.73						
	Unbundled Loop Concentration-Digital 64 Kbps Data Loop Interface			UDL	ULCC6	10.51	16.59	16.50	6.77	6.73						
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																
	NID-Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only-No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only-No Rate			UEANL,UEF,UEQ,UEN	UNECN	0.00	0.00									
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																
	Unbundled Contact Name, Provisioning Only-no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2W Cross Box Jumper-no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
	Unbundled Sub-Loop Feeder-4W Cross Box Jumper-no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
	Unbundled DS1 Loop-Superframe Format Option-no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop-Expanded Superframe Format option-no rate			USL	CCOEF	0.00	0.00									
<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>																
	High Capacity Unbundled Local Loop-DS3-Per Mile per mo			UE3	1L5ND	10.92										
	High Capacity Unbundled Local Loop-DS3-Facility Termination per mo			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	High Capacity Unbundled Local Loop-STS-1-Per Mile per mo			UDLSX	1L5ND	10.92										
	High Capacity Unbundled Local Loop-STS-1-Facility Termination per mo			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84					1.83	
<b>LOOP MAKE-UP</b>																
	Loop Makeup-Preordering w/o Reservation, per working or spare facility queried (Manual)			UMK	UMKLV		52.17	52.17								
	Loop Makeup-Preordering With Reservation, per spare facility queried			UMK	UMKLP		55.07	55.07								
	Loop Makeup-With or w/o Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK		0.6784	0.6784								
<b>HIGH FREQUENCY SPECTRUM</b>																
<b>LINE SHARING</b>																
<b>SPLITTERS-CENTRAL OFFICE BASED</b>																
	Line Sharing Splitter, per System 96 Line Capacity-True up pending approval by PSC	R		ULS	ULSDA	119.72	379.13	0.00	347.90	0.00					11.90	
	Line Sharing Splitter, per System 24 Line Capacity-True up pending approval by PSC	R		ULS	ULSDB	29.93	379.13	0.00	347.90	0.00					11.90	
	Line Sharing Splitter, Per System, 8 Line Capacity	I		ULS	ULSD8	8.33	379.13	0.00	347.90	0.00					11.90	
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00					11.90	
<b>END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING</b>																
	Line Sharing-per Line Activation-(BST Owned Splitter)			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61					11.90	
	Line Sharing-per Subsqnt Activity per Line Rearrangement-True up pending approval by PSC(BST Owned Splitter)	R		ULS	ULSDS		21.68	16.44							11.90	
	Line Sharing-per Subsqnt Activity per Line Rearrangement-True up pending approval by PSC(DLEC Owned Splitter)	R		ULS	ULSCS		21.68	16.44							11.90	
	Line Sharing-per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					11.90	
<b>LINE SPLITTING</b>																
<b>END USER ORDERING-CENTRAL OFFICE BASED</b>																
	Line Splitting-per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
	Line Splitting-per line activation BST owned-physical	I		UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61					11.90	
	Line Splitting-per line activation BST owned-virtual	I		UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61					11.90	
<b>REMOTE SITE HIGH FREQUENCY SPECTRUM</b>																
<b>SPLITTERS-REMOTE SITE</b>																
	Remote Site Line Share BST Owned Splitter, 24 Port	I		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00					11.90	
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and deactivation	I		ULS	ULSTG		74.38	0.00	46.77	0.00						
<b>END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING</b>																
	Remote Site Line Share Line Activation for End User Served at RS, BST	I		ULS	ULSRC	0.61	40.00	22.00	19.57	9.61					11.90	
	RS Line Share Line Activation for End User Served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	22.00	19.57	9.61					11.90	
<b>UNBUNDLED DEDICATED TRANSPORT</b>																
<b>NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months</b>																
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>																





UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)		SOMAN	SOMAN
															Rec	Nonrecurring First		
<b>SIGNALING (CCS7)</b>																		
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05												
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607												
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31								
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31								
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152												
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32												
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03								
<b>E911 SERVICE</b>																		
	Local Channel-Dedicated-2Wr VG-Zone 1					21.94	265.84	46.97	37.63	4.00								
	Local Channel-Dedicated-2Wr VG-Zone 2					29.62	265.84	46.97	37.63	4.00								
	Local Channel-Dedicated-2Wr VG-Zone 3					57.22	265.84	46.97	37.63	4.00								
	Interoffice Transport-Dedicated-2Wr VG Per Mile					0.0091												
	Interoffice Transport-Dedicated-2Wr VG Per Facility Termination					25.32	47.35	31.78	18.31	7.03								
	Local Channel-Dedicated-DS1-Zone 1					35.28	216.65	183.54	21.47	19.05								
	Local Channel-Dedicated-DS1-Zone 2					47.63	216.65	183.54	21.47	19.05								
	Local Channel-Dedicated-DS1-Zone 3					92.01	216.65	183.54	21.47	19.05								
	Interoffice Transport-Dedicated-DS1 Per Mile					0.1856												
	Interoffice Transport-Dedicated-DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05								
<b>CALLING NAME (CNAM) SERVICE</b>																		
	CNAM For DB Owners-Service Establishment			OQV		25.35	25.35	19.01	19.01									
	CNAM For Non DB Owners-Service Establishment			OQV		25.35	25.35	19.01	19.01									
	CNAM For DB Owners-Service Provisioning With Point Code Establishment			OQV		1,592.00	1,177.00	352.36	259.09									
	CNAM For Non DB Owners-Service Provisioning With Point Code			OQV		546.51	393.82	358.06	259.09									
	CNAM for DB Owners, Per Query			OQV		0.001024												
	CNAM for Non DB Owners, Per Query			OQV		0.001024												
<b>LNP Query Service</b>																		
	LNP Charge Per query			OQV		0.000852												
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71								
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40								
<b>OPERATOR CALL PROCESSING</b>																		
	Oper. Call Processing-Oper. Provided, Per Min.-Using BST LIDB					1.20												
	Oper. Call Processing-Oper. Provided, Per Min.-Using Foreign LIDB					1.24												
	Oper. Call Processing-Fully Automated, per Call-Using BST LIDB					0.20												
	Oper. Call Processing-Fully Automated, per Call-Using Foreign LIDB					0.20												
<b>INWARD OPERATOR SERVICES</b>																		
	Inward Operator Services-Verification, Per Call					1.00												
	Inward Operator Services-Verification and Emergency Interrupt-Per Call					1.95												
<b>BRANDING - OPERATOR CALL PROCESSING</b>																		
<b>Facility based CLEC</b>																		
	Recording of Custom Branded OA Announcement				CBAOS	7,000.00	7,000.00											
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL	500.00	500.00											
<b>UNEP CLEC</b>																		
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00											
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00											
<b>Unbranding via OLSN for UNEP CLEC</b>																		
	Loading of OA per OCN (Regional)					1,200.00	1,200.00											
<b>DIRECTORY ASSISTANCE SERVICES</b>																		
<b>DIRECTORY ASSISTANCE ACCESS SERVICE</b>																		
	Directory Assistance Access Service Calls, Charge Per Call					0.275												

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	OSS Rates(\$)	
													SOMECS	SOMAN
						Rec	Nonrecurring		NRC Disconnect					
							First	Add'l	First	Add'l				
	<b>DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)</b>													
	Directory Assistance Call Completion Access Service (DACC), Per Call					0.10								
	<b>DIRECTORY ASSISTANCE SERVICES</b>													
	<b>DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)</b>													
	Directory Assistance Data Base Service Charge Per Listing					0.04								
	Directory Assistance Data Base Service, per mo				DBSOF	150.00								
	<b>BRANDING - DIRECTORY ASSISTANCE</b>													
	<b>Facility Based CLEC</b>													
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA	6,000.00	6,000.00					11.90		
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC	1,170.00	1,170.00					11.90		
	<b>UNEP CLEC</b>													
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00					11.90		
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					1,170.00	1,170.00					11.90		
	<b>Unbranding via OLNS for UNEP CLEC</b>													
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					11.90		
	Loading of DA per Switch per OCN					16.00	16.00					11.90		
	<b>SELECTIVE ROUTING</b>													
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR	93.55	93.55	12.71	12.71			11.90		
	<b>VIRTUAL COLLOCATION</b>													
	Virtual Collocation-Application Cost			AMTFS	EAF	4,122.00	1,249.00					11.90		
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90		
	Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	4.25								
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.95								
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35								
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDD, UAL,UHL,UCL,UEQ,AMTFS,UDL,UNCVX,UNC DX,UNCNX	UEAC2	0.0502	11.57	11.57				11.90		
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX, UNCDX	UEAC4	0.0502	11.57	11.57				11.90		
	Virtual Collocation-2-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12,U1T03,U LDO3,ULD12,ULD48,U DF	CNC2F	6.71	2,431.00					11.90		
	Virtual Collocation-4-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12,U1T03,U LDO3,ULD12,ULD48,U DF	CNC4F	6.71	2,431.00					11.90		
	Virtual collocation-DS1 Cross Connects			USL,UCL,AMTFS,UJR, UXTD1,UNC1X,ULDD1, U1TD1,USLEL,UNLD1	CNC1X	7.50	155.00	14.00				11.90		
	Virtual collocation-DS3 Cross Connects			USL,UCL,AMTFS,UE3, U1TD3,UXTS1,UXTD3, UNC3X,UNCSX,ULDD3, U1TS1,ULDS1,UDLSX, UNLD3	CND3X	56.25	151.90	11.83				11.90		
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear foot			AMTFS,CLO	VE1CB	0.0028								
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS,CLO	VE1CD	0.0041								
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.54					11.90		
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.54					11.90		
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA	1,525.00	1,525.00	267.08	267.08					
	Virtual Collocation Cable Records-VG/DSO Cable, per cable record			AMTFS	VE1BB	656.50	656.50	379.78	379.78					
	Virtual Collocation Cable Records-VG/DSO Cable, per each 100 pair			AMTFS	VE1BC	9.66	9.66	11.84	11.84					
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD	4.52	4.52	5.54	5.54					
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE	15.82	15.82	19.40	19.40					
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF	169.67	169.67	154.89	154.89					
	Virtual collocation-Security Escort-Basic, per quarter hour			AMTFS	SPTBQ	10.89						11.90		

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic
						Rec	Nonrecurring		NRC Disconnect						
						First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual collocation-Security Escort-Overtime, per quarter hour			AMTFS	SPTOQ		13.64				11.90				
	Virtual collocation-Security Escort-Premium, per quarter hour			AMTFS	SPTPQ		16.40				11.90				
	Virtual Collocation-DS-1/DCS Cross Connects, PER 28 CKTS			AMTFS	VE11S	226.39	1,950.00				11.90				
	Virtual Collocation-DS-1/DSX Cross Connects, PER 28 CKTS			AMTFS	VE11X	11.51	1,950.00				11.90				
	Virtual Collocation-DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13S	56.97	528.00				11.90				
	Virtual Collocation-DS-3/DSC Cross Connects, PER CKT			AMTFS	VE13X	10.06	528.00				11.90				
	Virtual collocation-Maintenance in CO-Basic, per quarter hour			AMTFS	SPTRE		10.89				11.90				
	Virtual collocation-Maintenance in CO-Overtime, per quarter hour			AMTFS	SPTOE		13.64				11.90				
	Virtual collocation-Maintenance in CO-Premium per quarter hour			AMTFS	SPTPE		16.40				11.90				
<b>VIRTUAL COLLOCATION</b>															
	Virtual Collocation-2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus			UEPSB	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	VE1R2	0.524	11.57	11.57			11.90				
	Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	VE1R4	0.524	11.57	11.57			11.90				
<b>VIRTUAL COLLOCATION</b>															
	Virtual Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR,UEPSB	VE1LS	0.0297	33.86	31.95			11.90				
<b>PHYSICAL COLLOCATION</b>															
	Physical Collocation-2W Cross Connects (Loop) for Line Splitting			UEPSR,UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58	11.90				
<b>AIN SELECTIVE CARRIER ROUTING</b>															
	Regional Service Establishment			SRC	SRCEC		193,444.00		7,737.00		11.90				
	End Office Establishment			SRC	SRCEO		187.36	187.36	0.69	0.69	11.90				
	Query NRC, per query			SRC		0.0031868									
<b>AIN - BELLSOUTH AIN SMS ACCESS SERVICE</b>															
	AIN SMS Access Service-Service Establishment, Per State, Initial Setup			A1N	CAMSE		43.56	43.56	44.93	44.93	11.90				
	AIN SMS Access Service-Port Connection-Dial/Shared Access			A1N	CAMDP		8.64	8.64	10.03	10.03	11.90				
	AIN SMS Access Service-Port Connection-ISDN Access			A1N	CAM1P		8.64	8.64	10.03	10.03	11.90				
	AIN SMS Access Service-User Identification Codes-Per User ID Code			A1N	CAMAU		38.66	38.66	29.88	29.88	11.90				
	AIN SMS Access Service-Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		75.10	75.10	12.93	12.93	11.90				
	AIN SMS Access Service-Storage, Per Unit (100 Kilobytes)					0.0028									
	AIN SMS Access Service-Session, Per Minute					0.7809									
	AIN SMS Access Service-Company Performed Session, Per Minute					0.4609									
<b>AIN - BELLSOUTH AIN TOOLKIT SERVICE</b>															
	AIN Toolkit Service-Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		43.56	43.56	44.93	44.93	11.90				
	AIN Toolkit Service-Training Session, Per Customer				BAPVX		8,439.00	8,439.00			11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		8.64	8.64	10.03	10.03	11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		8.64	8.64	10.03	10.03	11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		8.64	8.64	10.03	10.03	11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, 10-Digit PDDP				BAPTO		38.06	38.06	15.86	15.86	11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		38.06	38.06	15.86	15.86	11.90				
	AIN Toolkit Service-Trigger Access Charge, Per Trigger, Per DN, Feature				BAPTF		38.06	38.06	15.86	15.86	11.90				
	AIN Toolkit Service-Query Charge, Per Query					0.0535927									
	AIN Toolkit Service-Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698									
	AIN Toolkit Service-SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06									
	AIN Toolkit Service-moly report-Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08	11.90				
	AIN Toolkit Service-Special Study-Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56			11.90				
	AIN Toolkit Service-Call Event Report-Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08	11.90				
	AIN Toolkit Service-Call Event Special Study-Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56			11.90				
<b>ENHANCED EXTENDED LINK (EELs)</b>															
NOTE: New Density Zone 1 EELs are available in the following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
									Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic		
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (NRC rates do not apply.)														
NOTE: The EEL network elements apply to ordinarily combined network elements. (No Switch As Is Charge.) When ordering ordinarily combined network elements, NRC rates do apply.														
<b>2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 2W VG Loop(SL2) in a DS1 Interfaced Transport Combination-Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31				
	First 2W VG Loop(SL2) in a DS1 Interfaced Transport Combination-Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31				
	First 2W VG Loop(SL2) in a DS1 Interfaced Transport Combination-Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31				
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo			UNC1X	1L5XX	0.1856								
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mo			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95				
	DS1 Channelization System Per mo			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34				
	VG COCI-DS1 To DS0 Interface-Per mo			UNCVX	1D1VG	1.38	6.71	4.84						
	Each Add'l 2W VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2	14.50	127.59	60.54	48.00	6.31				
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2	19.57	127.59	60.54	48.00	6.31				
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2	37.82	127.59	60.54	48.00	6.31				
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	1.38	6.71	4.84						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98				
<b>4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31				
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31				
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31				
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.1856								
	Interoffice Transport-Dedicated-DS1-Facility Termination Per mo			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95				
	Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34				
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	1.38	6.71	4.84						
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	23.02	127.59	60.54	48.00	6.31				
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	31.07	127.59	60.54	48.00	6.31				
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	60.02	127.59	60.54	48.00	6.31				
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	1.38	6.71	4.84						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98				
<b>4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>														
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31				
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31				
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31				
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.1856								
	Interoffice Transport-Dedicated-DS1-combination Facility Termination Per			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95				
	Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34				
	OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84						
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31				
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31				
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31				
	OCU-DP COCI (data)-DS1 to DS0 Channel System-combination per mo (2.4-64kbs)			UNCDX	1D1DD	2.10	6.71	4.84						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98				

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect				SOME C	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l							
<b>4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																	
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNC DX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90					
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNC DX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90					
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNC DX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90					
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.1856											
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90					
	OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per mo (2.4-64kbs)			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34		11.90					
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNC DX	UDL64	26.39	127.59	60.54	48.00	6.31		11.90					
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNC DX	UDL64	35.62	127.59	60.54	48.00	6.31		11.90					
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNC DX	UDL64	68.82	127.59	60.54	48.00	6.31		11.90					
	OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per mo (2.4-64kbs)			UNC DX	1D1DD	2.10	6.71	4.84				11.90					
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90					
<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>																	
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport-Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90					
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport-Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90					
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport-Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90					
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.1856											
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination Per Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95		11.90					
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98		11.90					
<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																	
	First DS1 Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90					
	First DS1 Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90					
	First DS1 Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90					
	Interoffice Transport-Dedicated-DS3 combination-Per Mile Per mo			UNC3X	1L5XX	3.87											
	Interoffice Transport-Dedicated-DS3-Facility Termination per mo			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81		11.90					
	DS3 to DS1 Channel System combination per mo			UNC3X	MQ3	211.19	115.50	56.54	12.16	4.26		11.90					
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1	13.76	6.71	4.84				11.90					
	Add'l DS1 Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45		11.90					
	Add'l DS1 Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45		11.90					
	Add'l DS1 Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45		11.90					
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1	13.76	6.71	4.84				11.90					
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98		11.90					
<b>2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																	
	2WVG Loop used with 2W VG Interoffice Transport Combination-Zone 1		1	UNC VX	UEAL2	14.50	127.59	60.54	48.00	6.31		11.90					
	2WVG Loop used with 2W VG Interoffice Transport Combination-Zone 2		2	UNC VX	UEAL2	19.57	127.59	60.54	48.00	6.31		11.90					
	2WVG Loop used with 2W VG Interoffice Transport Combination-Zone 3		3	UNC VX	UEAL2	37.82	127.59	60.54	48.00	6.31		11.90					
	Interoffice Transport-Dedicated-2W VG combination-Per Mile Per mo			UNC VX	1L5XX	0.0091											
	Interoffice Transport-Dedicated-2W VG combination-Facility Termination per mo			UNC VX	U1TV2	25.32	94.70	52.59	45.28	18.03		11.90					
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC VX	UNCCC		8.98	8.98	8.98	8.98		11.90					
<b>4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>																	
	4WVG Loop used with 4W VG Interoffice Transport Combination-Zone 1		1	UNC VX	UEAL4	23.02	127.59	60.54	48.00	6.31		11.90					
	4WVG Loop used with 4W VG Interoffice Transport Combination-Zone 2		2	UNC VX	UEAL4	31.07	127.59	60.54	48.00	6.31		11.90					
	4WVG Loop used with 4W VG Interoffice Transport Combination-Zone 3		3	UNC VX	UEAL4	60.02	127.59	60.54	48.00	6.31		11.90					
	Interoffice Transport-Dedicated-4W VG combination-Per Mile Per mo			UNC VX	1L5XX	0.0091											
	Interoffice Transport-Dedicated-4W VG combination-Facility Termination per mo			UNC VX	U1TV4	22.58	94.70	52.59	45.28	18.03		11.90					
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC VX	UNCCC		8.98	8.98	8.98	8.98		11.90					
<b>DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>																	
	High Capacity Unbundled Local Loop-DS3 combination-Per Mile per mo			UNC3X	1L5ND	10.92											
	High Capacity Unbundled Local Loop-DS3 combination-Facility Termination per mo			UNC3X	UE3PX	386.88	226.42	154.73	67.10	26.27		11.90					
	Interoffice Transport-Dedicated-DS3-Per Mile per mo			UNC3X	1L5XX	3.87											

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect			SOME C	SOMAN	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	
							First	Add'l	First							Add'l
						OSS Rates(\$)										
	Interoffice Transport-Dedicated-DS3 combination-Facility Termination per mo			UNC3X	U1TF3	1,071.00										
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	<b>ST51 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)</b>															
	High Capacity Unbundled Local Loop-ST51 combination-Per Mile per mo			UNCSX	1L5ND	10.92										
	High Capacity Unbundled Local Loop-ST51 combination-Facility Termination per mo			UNCSX	UDLS1	426.60	226.42	154.73	67.10	26.27						
	Interoffice Transport-Dedicated-ST51 combination-Per Mile per mo			UNCSX	1L5XX	3.87										
	Interoffice Transport-Dedicated-ST51 combination-Facility Termination per mo			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	<b>2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)</b>															
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31						
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31						
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport-Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31						
	Interoffice Transport-Dedicated-DS1 combination-Per Mile			UNC1X	1L5XX	0.1856										
	Interoffice Transport-Dedicated-DS1 combination-Facility Termination per mo			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Channelization-Channel System DS1 to DS0 combination-per mo			UNC1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	2W ISDN COCI (BRIT5)-DS1 to DS0 Channel System combination-per mo			UNCNX	UC1CA	3.66	6.71	4.84								
	Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCNX	U1L2X	21.76	127.59	60.54	48.00	6.31						
	Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCNX	U1L2X	29.38	127.59	60.54	48.00	6.31						
	Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCNX	U1L2X	56.76	127.59	60.54	48.00	6.31						
	2W ISDN COCI (BRIT5)-DS1 to DS0 Channel System combination-per mo			UNCNX	UC1CA	3.66	6.71	4.84								
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	<b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)</b>															
	First DS1 Loop in STS1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45						
	First DS1 Loop in STS1 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45						
	First DS1 Loop in STS1 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45						
	Interoffice Transport-Dedicated-ST51 combination-Per Mile Per mo			UNCSX	1L5XX	3.87										
	Interoffice Transport-Dedicated-ST51 combination-Facility Termination			UNCSX	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	STS1 to DS1 Channel System combination per mo			UNCSX	MQ3	211.19										
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1	13.76	6.71	4.84								
	Add'l DS1 Loop in STS1 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX	73.44	217.75	121.62	51.44	14.45						
	Add'l DS1 Loop in STS1 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX	99.13	217.75	121.62	51.44	14.45						
	Add'l DS1 Loop in STS1 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX	191.51	217.75	121.62	51.44	14.45						
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1	13.76	6.71	4.84								
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	<b>4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)</b>															
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	26.39	127.59	60.54	48.00	6.31						
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	35.62	127.59	60.54	48.00	6.31						
	4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	68.82	127.59	60.54	48.00	6.31						
	Interoffice Transport-Dedicated-4W 56 kbps combination-Per Mile			UNCDX	1L5XX	0.0091										
	Interoffice Transport-Dedicated-4W 56 kbps combination-Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	<b>4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)</b>															
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64	26.39	127.59	60.54	48.00	6.31						
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64	35.62	127.59	60.54	48.00	6.31						
	4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64	68.82	127.59	60.54	48.00	6.31						
	Interoffice Transport-Dedicated-4W 64 kbps combination-Per Mile			UNCDX	1L5XX	0.0091										
	Interoffice Transport-Dedicated-4W 64 kbps combination-Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	<b>ADDITIONAL NETWORK ELEMENTS</b>															
	When used as a part of a currently combined facility, the NRC charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements, the NRC charges apply and the Switch As Is Charge does not.															
	Node (SynchroNet)															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	NRC Currently Combined Network Elements Switch-As-Is Charge-2W/4W			UNCVX	UNCCC		8.98	8.98	8.98	8.98						
	NRC Currently Combined Network Elements Switch-As-Is Charge-56/64			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	NRC Currently Combined Network Elements Switch-As-Is Charge-DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	NRC Currently Combined Network Elements Switch-As-Is Charge-DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	NRC Currently Combined Network Elements Switch-As-Is Charge-ST51			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Optional Features & Functions:															
	MULTIPLEXERS															

**UNBUNDLED NETWORK ELEMENTS - Florida**

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic					
						Rec	Nonrecurring		NRC Disconnect								OSS Rates(\$)				
							First	Add'l	First	Add'l							SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization-DS1 to DS0 Channel System			UXTD1	MQ1	146.77	101.42	71.62	11.09	10.49											
	OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs)			UDL	1D1DD	2.10	10.07	7.08													
	2W ISDN COCI (BRITE)-DS1 to DS0 Channel System-per mo			UDN	UC1CA	3.66	10.07	7.08													
	VG COCI-DS1 to DS0 Channel System-per mo			UEA	1D1VG	1.38	10.07	7.08													
	DS3 to DS1 Channel System per mo			UXTD3	MQ3	211.19	199.28	118.64	40.34	39.07											
	STS1 to DS1 Channel System per mo			UXTS1	MQ3	211.19	199.28	118.64	40.34	39.07											
	DS3 Interface Unit (DS1 COCI) used with Loop per mo			USL	UC1D1	13.76	10.07	7.08													
	DS3 Interface Unit (DS1 COCI) used with Local Channel per mo			ULDD1	UC1D1	13.76	10.07	7.08													
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per mo			U1TD1	UC1D1	13.76	10.07	7.08													
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)</b>																					
<b>Exchange Ports</b>																					
<b>2-WIRE VOICE GRADE LINE PORT RATES (RES)</b>																					
	Exchange Ports-2W Analog Line Port-Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W Analog Line Port with Caller ID-Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W VG unbundled FL area calling with Caller ID-Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W VG unbundled res, low usage line port with Caller ID			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80											
	Subsqnt Activity			UEPSR	USASC	0.00	0.00	0.00													
<b>FEATURES</b>																					
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00													
<b>2-WIRE VOICE GRADE LINE PORT RATES (BUS)</b>																					
	Exchange Ports-2W Analog Line Port w/o Caller ID-Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W VG unbundled Line Port with unbundled port with Caller+E484 ID-Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80											
	Exchange Ports-2W VG unbundled incoming only port with Caller ID-Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80											
	Subsqnt Activity			UEPSB	USASC	0.00	0.00	0.00													
<b>FEATURES</b>																					
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00													
<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>																					
	2W VG Unbundled 2Way PBX Trunk-Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187											
	2W VG Line Side Unbundled 2Way PBX Trunk-Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187											
	2W VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187											
	2W VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187											
	2W Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187											
	2W Vice Unbundled 2Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187											
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187											
	Subsqnt Activity			UEPSP	USASC	0.00	0.00	0.00													
<b>FEATURES</b>																					
	All Available Vertical Features			UEPSP	UEPSE	2.26	0.00	0.00													
<b>EXCHANGE PORT RATES (COIN)</b>																					
	Exchange Ports-Coin Port					1.40	3.74	3.63	1.88	1.80											
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2W ISDN ports.																					
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.																					



UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B					
									Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic				
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)		
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)</b>																
<b>EXCHANGE PORT RATES</b>																
	Exchange Ports-2W DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26						1.83
	Exchange Ports-DDITS Port-4W DS1 Port with DID capability			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10						1.83
	Exchange Ports-2W ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93						1.83
	All Features Offered			UEPTX UEPSX	UEPVF	2.26	0.00	0.00								1.83
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2W ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.																
	Exchange Ports-2W ISDN Port-Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00									
	Exchange Ports-4W ISDN DS1 Port			UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23						1.83
<b>UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY</b>																
<b>UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE</b>																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80						11.90
<b>Non-Recurring</b>																
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVR	USAC2		0.102	0.102								11.90
	Unbundled Remote Call Forwarding Service-Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.102	0.102								
<b>UNBUNDLED REMOTE CALL FORWARDING - Bus</b>																
	Unbundled Remote Call Forwarding Service, Area Calling-Bus			UEPVB	UERAC	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, Local Calling-Bus			UEPVB	UERLC	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, InterLATA-Bus			UEPVB	UERTE	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus			UEPVB	UERTR	1.40	3.74	3.63	1.88	1.80						11.90
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3.74	3.63	1.88	1.80						11.90
<b>Non-Recurring</b>																
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is			UEPVB	USAC2		0.102	0.102								11.90
	Unbundled Remote Call Forwarding Service-Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
<b>UNBUNDLED LOCAL SWITCHING, PORT USAGE</b>																
<b>End Office Switching (Port Usage)</b>																
	End Office Switching Function, Per MOU															0.0007662
	End Office Trunk Port-Shared, Per MOU															0.000164
<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																
	Tandem Switching Function Per MOU															0.0001319
	Tandem Trunk Port-Shared, Per MOU															0.000235
<b>Common Transport</b>																
	Common Transport-Per Mile, Per MOU															0.0000035
	Common Transport-Facilities Termination Per MOU															0.0004372
<b>UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES</b>																
Cost Based Rates are applied where BellSouth is required by FCC and/or commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port NRC charges apply to Not Currently Combined Combs. For Currently Combined Combs, the NRC charges shall be those identified in the NRC - Currently Combined sections. Additional NRC charges may apply also and are categorized accordingly.																
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Loop/Port Combo-Zone 1		1													14.11
	2W VG Loop/Port Combo-Zone 2		2													18.23
	2W VG Loop/Port Combo-Zone 3		3													33.04
<b>UNE Loop Rates</b>																
	2W VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX											12.94
	2W VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX											17.06
	2W VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX											31.87
<b>2-Wire Voice Grade Line Port Rates (Res)</b>																
	2W voice unbundled port-residence			UEPRX	UEPRL	1.17	90.00	90.00								11.90
	2W voice unbundled port with Caller ID-res			UEPRX	UEPRC	1.17	90.00	90.00								11.90
	2W voice unbundled port outgoing only-res			UEPRX	UEPRO	1.17	90.00	90.00								11.90
	2W voice unbundled Florida Area Calling with Caller ID-res			UEPRX	UEPAF	1.17	90.00	90.00								11.90
	2W voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	90.00	90.00								11.90

**UNBUNDLED NETWORK ELEMENTS - Florida**

UNBUNDLED NETWORK ELEMENTS - Florida						Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	
						Rec	Nonrecurring							NRC Disconnect
						First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
<b>FEATURES</b>														
All Features Offered														
<b>LOCAL NUMBER PORTABILITY</b>														
Local Number Portability (1 per port)														
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>														
2W VG Loop/Line Port Combination-Conversion-Switch-as-is														
2W VG Loop/Line Port Combination-Conversion-Switch with change														
<b>ADDITIONAL NRCs</b>														
2W VG Loop/Line Port Combination-Subsqnt Activity														
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>														
<b>UNE Port/Loop Combination Rates</b>														
2W VG Loop/Port Combo-Zone 1														
2W VG Loop/Port Combo-Zone 2														
2W VG Loop/Port Combo-Zone 3														
<b>UNE Loop Rates</b>														
2W VG Loop (SL1)-Zone 1														
2W VG Loop (SL1)-Zone 2														
2W VG Loop (SL1)-Zone 3														
<b>2-Wire Voice Grade Line Port (Bus)</b>														
2W voice unbundled port w/o Caller ID-bus														
2W voice unbundled port with Caller + E484 ID-bus														
2W voice unbundled port outgoing only-bus														
2W voice unbundled incoming only port with Caller ID-Bus														
<b>LOCAL NUMBER PORTABILITY</b>														
Local Number Portability (1 per port)														
<b>FEATURES</b>														
All Features Offered														
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>														
2W VG Loop/Line Port Combination-Conversion-Switch-as-is														
2W VG Loop/Line Port Combination-Conversion-Switch with change														
<b>ADDITIONAL NRCs</b>														
2W VG Loop/Line Port Combination-Subsqnt Activity														
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)</b>														
<b>UNE Port/Loop Combination Rates</b>														
2W VG Loop/Port Combo-Zone 1														
2W VG Loop/Port Combo-Zone 2														
2W VG Loop/Port Combo-Zone 3														
<b>UNE Loop Rates</b>														
2W VG Loop (SL 1)-Zone 1														
2W VG Loop (SL 1)-Zone 2														
2W VG Loop (SL 1)-Zone 3														
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>														
2W VG Unbundled Combination 2Way PBX Trunk Port-Res														
<b>LOCAL NUMBER PORTABILITY</b>														
Local Number Portability (1 per port)														
<b>FEATURES</b>														
All Features Offered														
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>														
2W VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is														
2W VG Loop/Line Port Combination (PBX)-Conversion-Switch w Change														
<b>ADDITIONAL NRCs</b>														
2W VG Loop/ Line Port Combination (PBX)-Subsqnt Activity														
PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group														
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)</b>														
<b>UNE Port/Loop Combination Rates</b>														
2W VG Loop/Port Combo-Zone 1														
2W VG Loop/Port Combo-Zone 2														
2W VG Loop/Port Combo-Zone 3														
<b>UNE Loop Rates</b>														
2W VG Loop (SL 1)-Zone 1														
2W VG Loop (SL 1)-Zone 2														
2W VG Loop (SL 1)-Zone 3														

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zones	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B					
									Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic				
									OSS Rates(\$)						SOMEc	SOMAN
						Rec	Nonrecurring		NRC Disconnect							
							First	Add'l	First	Add'l						
<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>																
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.17	90.00	90.00				11.90				
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	1.17	90.00	90.00				11.90				
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	1.17	90.00	90.00				11.90				
	2W Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	90.00	90.00				11.90				
	2W Voice Unbundled 2Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	90.00	90.00				11.90				
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	90.00	90.00				11.90				
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	90.00	90.00				11.90				
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	90.00	90.00				11.90				
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	90.00	90.00				11.90				
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	90.00	90.00				11.90				
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	90.00	90.00				11.90				
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	90.00	90.00				11.90				
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	90.00	90.00				11.90				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				11.90				
<b>FEATURES</b>																
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00				11.90				
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>																
	2W VG Loop/ Line Port Combination (PBX)-Conversion-Switch-As-Is			UEPPX	USAC2		8.45	1.91				11.90				
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch w Change			UEPPX	USACC		8.45	1.91				11.90				
<b>ADDITIONAL NRCs</b>																
	2W VG Loop/ Line Port Combination (PBX)-Subsqnt Activity			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						7.86	7.86				11.90				
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Coin Port/Loop Combo - Zone 1	1				14.11										
	2W VG Coin Port/Loop Combo - Zone 2	2				18.23										
	2W VG Coin Port/Loop Combo - Zone 3	3				33.04										
<b>UNE Loop Rates</b>																
	2W VG Loop (SL1)-Zone 1	1		UEPCO	UEPLX	12.94										
	2W VG Loop (SL1)-Zone 2	2		UEPCO	UEPLX	17.06										
	2W VG Loop (SL1)-Zone 3	3		UEPCO	UEPLX	31.87										
<b>2-Wire Voice Grade Line Ports (COIN)</b>																
	2W Coin 2Way w Oper Screening & Blocking: 011, 900/976, 1+DDD			UEPCO	UEP2F	1.17	90.00	90.00				11.90				
	2W Coin 2Way w Oper Screening & 011 Blocking			UEPCO	UEPFA	1.17	90.00	90.00				11.90				
	2W Coin 2Way w Oper Screening & Blocking: 900/976, 1+DDD, 011+, &			UEPCO	UEPCG	1.17	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & 011 Blocking			UEPCO	UEPRK	1.17	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & Blocking: 900/976, 1+DDD, 011+			UEPCO	UEPOF	1.17	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & Blocking: 900/976, 1+DDD, 011+, & Local			UEPCO	UEPCQ	1.17	90.00	90.00				11.90				
	2W 2Way Smartline w 900/976			UEPCO	UEPCK	1.17	90.00	90.00				11.90				
	2W Coin Outward Smartline w 900/976			UEPCO	UEPCR	1.17	90.00	90.00				11.90				
<b>ADDITIONAL UNE COIN PORT/LOOP (RC)</b>																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	90.00	90.00				11.90				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPCO	USAC2		0.102	0.102				11.90				
	2W VG Loop/Line Port Combination-Conversion-Switch with change			UEPCO	USACC		0.102	0.102				11.90				
<b>ADDITIONAL NRCs</b>																
	2W VG Loop/Line Port Combination-Subsqnt Activity			UEPCO	USAS2		0.00	0.00				11.90				
	2W voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.62	250.00	250.00				11.90				

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	OSS Rates(\$)	
													Rec	Nonrecurring First
<b>UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES</b>														
<b>2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT</b>														
<b>UNE Port/Loop Combination Rates</b>														
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 1		1			23.21								
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 2		2			28.28								
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 3		3			46.53								
<b>UNE Loop Rates</b>														
	2W Analog VG Loop-(SL2)-UNE Zone 1		1	UEPPX	UECD1	14.50				11.90			1.83	
	2W Analog VG Loop-(SL2)-UNE Zone 2		2	UEPPX	UECD1	19.57				11.90			1.83	
	2W Analog VG Loop-(SL2)-UNE Zone 3		3	UEPPX	UECD1	37.82				11.90			1.83	
<b>UNE Port Rate</b>														
	Exchange Ports-2W DID Port			UEPPX	UEPD1	8.71	850.00	75.00		11.90			1.83	
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>														
	2W VG Loop/2W DID Trunk Port Combination-Switch-as-is			UEPPX	USAC1		7.85	1.87		11.90				
	2W VG Loop/2W DID Trunk Port Conversion with BST Allowable Changes			UEPPX	USA1C		7.85	1.87		11.90				
<b>ADDITIONAL NRCs</b>														
	2W DID Subsqnt Activity-Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26		11.90				
<b>Telephone Number/Trunk Group Establishment Charges</b>														
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00		11.90			1.83	
	DID Nos, Establish Trunk Group and Provide First Group of 20 DID Nos			UEPPX	NDZ	0.00	0.00	0.00		11.90			1.83	
	Add'l DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00		11.90			1.83	
	DID Numbers, Non-consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00		11.90			1.83	
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00		11.90			1.83	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00		11.90			1.83	
<b>LOCAL NUMBER PORTABILITY</b>														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00						
<b>2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT</b>														
<b>UNE Port/Loop Combination Rates</b>														
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 1		1	UEPPB	UEPPR	32.09								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 2		2	UEPPB	UEPPR	38.15								
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 3		3	UEPPB	UEPPR	59.94								
<b>UNE Loop Rates</b>														
	2W ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB	UEPPR	USL2X	24.71			11.90			1.83	
	2W ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB	UEPPR	USL2X	30.77			11.90			1.83	
	2W ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB	UEPPR	USL2X	52.56			11.90			1.83	
<b>UNE Port Rate</b>														
	Exchange Port-2W ISDN Line Side Port			UEPPB	UEPPR	UEPPB	7.38	525.00	400.00	11.09			1.83	
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>														
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination-Conversion			UEPPB	UEPPR	USACB	0.00	25.22	17.00	11.90			1.83	
<b>ADDITIONAL NRCs</b>														
<b>LOCAL NUMBER PORTABILITY</b>														
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00					
<b>B-CHANNEL USER PROFILE ACCESS:</b>														
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00					
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00					
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00					
<b>B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, &amp; TN)</b>														
<b>USER TERMINAL PROFILE</b>														
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00					
<b>VERTICAL FEATURES</b>														
	All Vertical Features-One per Channel B User Profile			UEPPB	UEPPR	UEPVF	2.26	0.00	0.00	11.90				
<b>INTEROFFICE CHANNEL MILEAGE</b>														
	Interoffice Channel mileage each, including first mile and facilities			UEPPB	UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03		11.90	1.83
	Interoffice Channel mileage each, Add'l mile			UEPPB	UEPPR	M1GNM	0.0091	0.00	0.00				11.90	1.83
<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>														
<b>UNE Port/Loop Combination Rates</b>														
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 1		1	UEPPP		156.18								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 2		2	UEPPP		181.87								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 3		3	UEPPP		274.25								
<b>UNE Loop Rates</b>														
	4W DS1 Digital Loop-UNE Zone 1		1	UEPPP	USL4P	73.44				11.90			1.83	

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
									Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	
									Rec	Nonrecurring		NRC Disconnect	
								SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	4W DS1 Digital Loop-UNE Zone 2		2	UEPPP	USL4P	99.13				11.90			1.83
	4W DS1 Digital Loop-UNE Zone 3		3	UEPPP	USL4P	191.51				11.90			1.83
	<b>UNE Port Rate</b>												
	Exchange Ports-4W ISDN DS1 Port			UEPPP	UEPPP	82.74	1,150.00	1,150.00		11.90			1.83
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>												
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination-Conversion-Switch-as-is			UEPPP	USACP	0.00	84.17	61.38		11.90			1.83
	<b>ADDITIONAL NRCs</b>												
	4W DS1 Loop/4W ISDN Digl Trk Port-Subsqtl Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.5412			11.90			1.83
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Numbers			UEPPP	PR7TO		12.71	12.71		11.90			1.83
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subsqtl Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.42	25.42		11.90			1.83
	<b>LOCAL NUMBER PORTABILITY</b>												
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75							
	<b>INTERFACE (Provisioning Only)</b>												
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00					
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00					
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00					
	<b>New or Additional "B" Channel</b>												
	New or Add'l-Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48			11.90			1.83
	New or Add'l-Digital Data B Channel			UEPPP	PR7BF	0.00	15.48			11.90			1.83
	New or Add'l Inward Data B Channel			UEPPP	PR7BD	0.00	15.48			11.90			1.83
	<b>CALL TYPES</b>												
	Inward			UEPPP	PR7C1	0.00	0.00	0.00					
	Outward			UEPPP	PR7C0	0.00	0.00	0.00					
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00					
	<b>Interoffice Channel Mileage</b>												
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05			1.93
	Each Airline-Fractional Add'l Mile			UEPPP	1LN1B	0.1856							
	<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT</b>												
	<b>UNE Port/Loop Combination Rates</b>												
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 1		1	UEPDC		128.39				11.90			1.83
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 2		2	UEPDC		154.08				11.90			1.83
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 3		3	UEPDC		246.46				11.90			1.83
	<b>UNE Loop Rates</b>												
	4W DS1 Digital Loop-UNE Zone 1		1	UEPDC	USLDC	73.44				11.90			1.83
	4W DS1 Digital Loop-UNE Zone 2		2	UEPDC	USLDC	99.13				11.90			1.83
	4W DS1 Digital Loop-UNE Zone 3		3	UEPDC	USLDC	191.51				11.90			1.83
	<b>UNE Port Rate</b>												
	4W DDITS Digital Trunk Port			UEPDC	UDD1T	54.95				11.90			1.83
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>												
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Switch-as-is			UEPDC	USAC4		95.31	46.71		11.90			1.83
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion with DS1 Changes			UEPDC	USAWA		95.31	46.71		11.90			1.83
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion with Change-Trunk			UEPDC	USAWB		95.31	46.71		11.90			1.83
	<b>ADDITIONAL NRCs</b>												
	4W DS1 Loop/4W DDITS Trunk Port-NRC-Subsqtl Channel Activation/Chan-2Way Trunk			UEPDC	UDTTA		15.69	15.69		11.90			1.83
	4W DS1 Loop/4W DDITS Trunk Port-Subsqtl Channel Activation/Chan-1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69		11.90			1.83
	4W DS1 Loop/4W DDITS Trunk Port-Subsqtl Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69		11.90			1.83
	4W DS1 Loop/4W DDITS Trunk Port-Subsqtl Chan Activation Per Chan-Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69		11.90			1.83
	4W DS1 Loop/4W DDITS Trunk Port-Subsqtl Chan Activation/Chan-2Way DID w User Trans			UEPDC	UDTTE		15.69	15.69		11.90			1.83
	<b>BIPOLAR 8 ZERO SUBSTITUTION</b>												
	B8ZS-Superframe Format			UEPDC	CCOSF		0.00	655.00		11.90			1.83
	B8ZS-Extended Superframe Format			UEPDC	CCOEF		0.00	655.00		11.90			1.83
	<b>Alternate Mark Inversion</b>												

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic
						Rec	Nonrecurring		NRC Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	AMI-Superframe Format			UEPDC	MCOSF		0.00	0.00							
	AMI-Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
	<b>Telephone Number/Trunk Group Establishment Charges</b>														
	Telephone Number for 2Way Trunk Group			UEPDC	UDTGX	0.00						11.90			1.83
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90			1.83
	Telephone Number for 1-Way Inward Trunk Group w/o DID			UEPDC	UDTGZ	0.00						11.90			1.83
	DID Nos, Establish Trunk Group and Provide First Group of 20 DID Nos			UEPDC	NDZ	0.00	0.00	0.00				11.90			1.83
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90			1.83
	DID Numbers, Non-consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						11.90			1.83
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90			1.83
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90			1.83
	<b>Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port</b>														
	Interoffice Channel Mileage-Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90			1.83
	Interoffice Channel Mileage-Add'l rate per mile-0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00							
	Interoffice Channel Mileage-Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
	Interoffice Channel Mileage-Add'l rate per mile-9-25 miles			UEPDC	1LN0B	0.1856	0.00	0.00							
	Interoffice Channel Mileage-Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LN03	0.00	0.00	0.00	0.00						
	Interoffice Channel Mileage-Add'l rate per mile-25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00							
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00						
	Central Office Terminating Point			UEPDC	CTG	0.00									
	<b>4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT</b>														
	<b>System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations</b>														
	Each System can have up to 24 combinations of rates depending on type and number of ports used														
	<b>UNE DS1 Loop</b>														
	4W DS1 Loop-UNE Zone 1	1		UEPMG	USLDC	73.44	0.00	0.00							
	4W DS1 Loop-UNE Zone 2	2		UEPMG	USLDC	99.13	0.00	0.00							
	4W DS1 Loop-UNE Zone 3	3		UEPMG	USLDC	191.51	0.00	0.00							
	<b>UNE DSO Channelization Capacities (D4 Channel Bank Configurations)</b>														
	24 DSO Channel Capacity-1 per DS1			UEPMG	VJM24	118.06	0.00	0.00				11.90			1.83
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VJM48	236.12	0.00	0.00				11.90			1.83
	96 DSO Channel Capacity-1per 4 DS1s			UEPMG	VJM96	472.24	0.00	0.00				11.90			1.83
	144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VJM14	708.36	0.00	0.00				11.90			1.83
	192 DSO Channel Capacity-1 per 8 DS1s			UEPMG	VJM19	944.48	0.00	0.00				11.90			1.83
	240 DSO Channel Capacity-1 per 10 DS1s			UEPMG	VJM20	1,180.60	0.00	0.00				11.90			1.83
	288 DSO Channel Capacity-1 per 12 DS1s			UEPMG	VJM28	1,416.72	0.00	0.00				11.90			1.83
	384 DSO Channel Capacity-1 per 16 DS1s			UEPMG	VJM38	1,888.96	0.00	0.00				11.90			1.83
	480 DSO Channel Capacity-1 per 20 DS1s			UEPMG	VJM40	2,361.20	0.00	0.00				11.90			1.83
	576 DSO Channel Capacity-1 per 24 DS1s			UEPMG	VJM57	2,833.44	0.00	0.00				11.90			1.83
	672 DSO Channel Capacity-1 per 28 DS1s			UEPMG	VJM67	3,305.68	0.00	0.00				11.90			1.83
	<b>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System</b>														
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.														
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.														
	NRC-Conversion (Currently Combined) with or w/o BST Allowed Changes			UEPMG	USAC4	0.00	96.77	4.24				11.90			
	<b>System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and</b>														
	<b>New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's</b>														
	1 DS1/D4 Channel Bank-Add'lly Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24		11.90			
	<b>Bipolar 8 Zero Substitution</b>														
	Clear Channel Capability Format, superframe-Subsqnt Activity Only			UEPMG	CCOSF	0.00	0.00	655.00				11.90			
	Clear Channel Capability Format-Extended Superframe-Subsqnt Activity			UEPMG	CCOEF	0.00	0.00	655.00				11.90			
	<b>Alternate Mark Inversion (AMI)</b>														
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
	<b>Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port</b>														
	<b>Exchange Ports</b>														
	Line Side Combination Channelized PBX Trunk Port-Business			UEPPX	UEPCX	1.38	0.00	0.00	0.00	0.00		11.90			1.83
	Line Side Outward Channelized PBX Trunk Port-Business			UEPPX	UEPOX	1.38	0.00	0.00	0.00	0.00		11.90			1.83
	Line Side Inward Only Channelized PBX Trunk Port w/o DID			UEPPX	UEP1X	1.38	0.00	0.00	0.00	0.00		11.90			1.83
	2W Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00		11.90			1.83
	<b>Feature Activations - Unbundled Loop Concentration</b>														
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	25.40	13.41	3.96	3.93		11.90			1.83
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1POWU	0.66	78.16	18.42	56.03	10.95		11.90			1.83

**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect			Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	
							First	Add'l	First							Add'l
<b>Telephone Number/ Group Establishment Charges for DID Service</b>																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Establish Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC, & SC)			UEPPX	NDZ	0.00	0.00	0.00				11.90				
	DID Numbers-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00				11.90				
	Non-Consecutive DID Numbers-per number			UEPPX	ND5	0.00	0.00	0.00				11.90				
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				11.90				
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90				
<b>Local Number Portability</b>																
	Local Number Portability-1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
<b>FEATURES - Vertical and Optional</b>																
<b>Local Switching Features Offered with Line Side Ports Only</b>																
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00				11.90			1.83	
<b>UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES</b>																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or commission rules.																
This includes unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Not Currently Combined scenarios, the NRC charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the NRC charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Loop/Port Combo-Zone 1		1			26.94										
	2W VG Loop/Port Combo-Zone 2		2			31.06										
	2W VG Loop/Port Combo-Zone 3		3			45.87										
<b>UNE Loop Rates</b>																
	2W VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	12.94										
	2W VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	17.06										
	2W VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	31.87										
<b>2-Wire Voice Grade Line Port (Res)</b>																
	2W voice unbundled port-residence			UEPRX	UEPRL	14.00	90.00	90.00				11.90				
	2W voice unbundled port with Caller ID-res			UEPRX	UEPRC	14.00	90.00	90.00				11.90				
	2W voice unbundled port outgoing only-res			UEPRX	UEPRO	14.00	90.00	90.00				11.90				
	2W voice unbundled Florida Area Calling with Caller ID-res			UEPRX	UEPAF	14.00	90.00	90.00				11.90				
	2W voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				11.90				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
<b>FEATURES</b>																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				11.90				
	2W VG Loop/Line Port Combination-Switch-as-is			UEPRX	USAC2		41.50	41.50				11.90				
	2W VG Loop/Line Port Combination-Switch with change			UEPRX	USACC		41.50	41.50				11.90				
<b>ADDITIONAL NRCs</b>																
	NRC-2W VG Loop/Line Port Combination-Subsqt			UEPRX	USAS2		0.00	0.00				11.90				
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Loop/Port Combo-Zone 1		1			26.94										
	2W VG Loop/Port Combo-Zone 2		2			31.06										
	2W VG Loop/Port Combo-Zone 3		3			45.87										
<b>UNE Loop Rates</b>																
	2W VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	12.94										
	2W VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	17.06										
	2W VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	31.87										
<b>2-Wire Voice Grade Line Port (Bus)</b>																
	2W voice unbundled port w/o Caller ID-bus			UEPBX	UEPBL	14.00	90.00	90.00				11.90				
	2W voice unbundled port with Caller + E484 ID-bus			UEPBX	UEPBC	14.00	90.00	90.00				11.90				
	2W voice unbundled port outgoing only-bus			UEPBX	UEPBO	14.00	90.00	90.00				11.90				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																
	2W VG Loop/Line Port Combination-Switch-as-is			UEPBX	USAC2		41.50	41.50				11.90				

**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	ECS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
									Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic
									SOMECS	SOMAN	SOMAN	SOMAN
	2W VG Loop/Line Port Combination-Switch with change			UEPBX	USACC	Rec	41.50	41.50	First	Add'l		
	<b>ADDITIONAL NRCs</b>											
	NRC-2W VG Loop/Line Port Combination-Subsqt			UEPBX	USAS2		0.00	0.00				11.90
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)</b>											
	<b>UNE Port/Loop Combination Rates</b>											
	2W VG Loop/Port Combo-Zone 1		1				26.94					
	2W VG Loop/Port Combo-Zone 2		2				31.06					
	2W VG Loop/Port Combo-Zone 3		3				45.87					
	<b>UNE Loop Rates</b>											
	2W VG Loop (SL1)-Zone 1		1	UEPRG	UEPLX		12.94					
	2W VG Loop (SL1)-Zone 2		2	UEPRG	UEPLX		17.06					
	2W VG Loop (SL1)-Zone 3		3	UEPRG	UEPLX		31.87					
	<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>											
	2W VG Unbundled Combination 2Way PBX Trunk Port-Res			UEPRG	UEPRD	14.00	90.00	90.00				11.90
	<b>LOCAL NUMBER PORTABILITY</b>											
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				
	<b>FEATURES</b>											
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				11.90
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>											
	2W VG Loop/Line Port Combination-Switch-As-Is			UEPRG	USAC2		41.50	41.50				11.90
	2W VG Loop/Line Port Combination-Switch with Change			UEPRG	USACC		41.50	41.50				11.90
	<b>ADDITIONAL NRCs</b>											
	2W Loop/Line Side Port Combination-Non feature-Subsqt Activity-NRC						0.00	0.00				11.90
	PBX Subsqt Activity-Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90
	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)</b>											
	<b>UNE Port/Loop Combination Rates</b>											
	2W VG Loop/Port Combo-Zone 1		1				26.94					
	2W VG Loop/Port Combo-Zone 2		2				31.06					
	2W VG Loop/Port Combo-Zone 3		3				45.87					
	<b>UNE Loop Rates</b>											
	2W VG Loop (SL1)-Zone 1		1	UEPPX	UEPLX		12.94					
	2W VG Loop (SL1)-Zone 2		2	UEPPX	UEPLX		17.06					
	2W VG Loop (SL1)-Zone 3		3	UEPPX	UEPLX		31.87					
	<b>2-Wire Voice Grade Line Port Rates (BUS - PBX)</b>											
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus			UEPPX	UEPPC	14.00	90.00	90.00				11.90
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	14.00	90.00	90.00				11.90
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	14.00	90.00	90.00				11.90
	2W Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				11.90
	2W Voice Unbundled 2Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				11.90
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				11.90
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				11.90
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				11.90
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				11.90
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				11.90
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				11.90
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				11.90
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				11.90
	<b>LOCAL NUMBER PORTABILITY</b>											
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				



UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect		SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
							First	Add'l	First	Add'l						
<b>FEATURES</b>																
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				11.90				
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																
	2W VG Loop/ Line Port Combination-Switch-As-Is			UEPPX	USAC2		41.50	41.50				11.90				
	2W VG Loop/ Line Port Combination-Switch with Change			UEPPX	USACC		41.50	41.50				11.90				
<b>ADDITIONAL NRCs</b>																
	2W VG Loop/ Line Port Combination-Subsqnt			UEPPX	USAS2	0.00	0.00	0.00				11.90				
	2W Loop/Line Side Port Combination-Non feature-Subsqnt Activity-NRC						0.00	0.00				11.90				
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						7.09	7.09				11.90				
<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Coin Port/Loop Combo - Zone 1		1				26.94									
	2W VG Coin Port/Loop Combo - Zone 2		2				31.06									
	2W VG Coin Port/Loop Combo - Zone 3		3				45.87									
<b>UNE Loop Rates</b>																
	2W VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	12.94										
	2W VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	17.06										
	2W VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	31.87										
<b>2-Wire Voice Grade Line Port Rates (Coin)</b>																
	2W Coin 2Way w Oper Screening & Blocking: 011, 900/976, 1+DDD			UEPCO	UEP2F	14.00	90.00	90.00				11.90				
	2W Coin 2Way w Oper Screening & 011 Blocking			UEPCO	UEPFA	14.00	90.00	90.00				11.90				
	2W Coin 2Way w Oper Screening & Blocking: 900/976, 1+DDD, 011+, &			UEPCO	UEPCG	14.00	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & 011 Blocking			UEPCO	UEPRK	14.00	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & Blocking: 900/976, 1+DDD, 011+			UEPCO	UEPOF	14.00	90.00	90.00				11.90				
	2W Coin Outward w Oper Screening & Blocking: 900/976, 1+DDD, 011+, & Local			UEPCO	UEPCQ	14.00	90.00	90.00				11.90				
<b>LOCAL NUMBER PORTABILITY</b>																
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																
	2W VG Loop/ Line Port Combination-Switch-As-Is			UEPCO	USAC2		41.50	41.50				11.90				
	2W VG Loop/ Line Port Combination-Switch with Change			UEPCO	USACC		41.50	41.50				11.90				
<b>ADDITIONAL NRCs</b>																
	2W VG Loop/ Line Port Combination-Subsqnt			UEPCO	USAS2		0.00	0.00				11.90				
<b>UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES</b>																
<b>2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT</b>																
<b>UNE Port/Loop Combination Rates</b>																
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 1		1				69.50									
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 2		2				74.57									
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 3		3				92.82									
<b>UNE Loop Rates</b>																
	2W Analog VG Loop-(SL2)-UNE Zone 1		1	UEPPX	UECD1	14.50						11.90		1.83		
	2W Analog VG Loop-(SL2)-UNE Zone 2		2	UEPPX	UECD1	19.57						11.90		1.83		
	2W Analog VG Loop-(SL2)-UNE Zone 3		3	UEPPX	UECD1	37.82						11.90		1.83		
<b>UNE Port Rate</b>																
	Exchange Ports-2W DID Port			UEPPX	UEPD1	55.00	850.00	75.00				11.90		1.83		
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																
	2W VG Loop/2W DID Trunk Port Combination-Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		850.00	75.00				11.90				
	2W VG Loop/2W DID Trunk Port Conversion with BST Allowable Changes Top 8 MSAs only			UEPPX	USA1C		850.00	75.00				11.90				
<b>ADDITIONAL NRCs</b>																
	2W DID Subsqnt Activity-Add Trunks, Per Trunk			UEPPX	USAS1		32.26	32.26				11.90				
<b>Telephone Number/Trunk Group Establishment Charges</b>																
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00				11.90		1.83		
	DID Nos, Establish Trunk Group and Provide First Group of 20 DID Nos			UEPPX	NDZ	0.00	0.00	0.00				11.90		1.83		
	Add'l DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00				11.90		1.83		
	DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	0.00	0.00	0.00				11.90		1.83		
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00				11.90		1.83		
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				11.90		1.83		

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
									Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic			
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
<b>LOCAL NUMBER PORTABILITY</b>															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
<b>2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT</b>															
<b>UNE Port/Loop Combination Rates</b>															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 1	1		UEPPB	UEPPR	94.71									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 2	2		UEPPB	UEPPR	100.77									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 3	3		UEPPB	UEPPR	122.56									
<b>UNE Loop Rates</b>															
	2W ISDN Digital Grade Loop-UNE Zone 1	1		UEPPB	UEPPR	USL2X	24.71				11.90			1.83	
	2W ISDN Digital Grade Loop-UNE Zone 2	2		UEPPB	UEPPR	USL2X	30.77				11.90			1.83	
	2W ISDN Digital Grade Loop-UNE Zone 3	3		UEPPB	UEPPR	USL2X	52.56				11.90			1.83	
<b>UNE Port Rate</b>															
	Exchange Port-2W ISDN Line Side Port			UEPPB	UEPPR	UEPPB	70.00	525.00	400.00		11.09			1.83	
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>															
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination-Conversion-Top 8 MSAs only			UEPPB	UEPPR	USACB	0.00	215.00	215.00		11.90			1.83	
<b>ADDITIONAL NRCs</b>															
<b>LOCAL NUMBER PORTABILITY</b>															
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
<b>B-CHANNEL USER PROFILE ACCESS:</b>															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00						
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00						
<b>B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, &amp; TN)</b>															
<b>USER TERMINAL PROFILE</b>															
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00						
<b>VERTICAL FEATURES</b>															
	All Vertical Features-One per Channel B User Profile			UEPPB	UEPPR	UEPVF	2.26	0.00	0.00		11.90				
<b>INTEROFFICE CHANNEL MILEAGE</b>															
	Interoffice Channel mileage each, including first mile and facilities			UEPPB	UEPPR	M1GNC	18.4491	47.35	31.78	18.31	7.03			1.83	
	Interoffice Channel mileage each, Add'l mile			UEPPB	UEPPR	M1GNM	0.0091	0.00	0.00		11.90			1.83	
<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>															
<b>UNE Port/Loop Combination Rates</b>															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 1	1		UEPPP		973.44									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 2	2		UEPPP		999.13									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 3	3		UEPPP		1,091.51									
<b>UNE Loop Rates</b>															
	4W DS1 Digital Loop-UNE Zone 1	1		UEPPP	USL4P	73.44					11.90			1.83	
	4W DS1 Digital Loop-UNE Zone 2	2		UEPPP	USL4P	99.13					11.90			1.83	
	4W DS1 Digital Loop-UNE Zone 3	3		UEPPP	USL4P	191.51					11.90			1.83	
<b>UNE Port Rate</b>															
	Exchange Ports-4W ISDN DS1 Port			UEPPP	UEPPP	900.00	1,150.00	1,150.00			11.90			1.83	
<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination-Conversion-Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00			11.90			1.83	
<b>ADDITIONAL NRCs</b>															
	4W DS1 Loop/4W ISDN Digl Trk Port-Subsqnt Actvy-Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		0.5412				11.90			1.83	
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Numbers			UEPPP	PR7TO		12.71	12.71			11.90			1.83	
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subsqnt Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		25.42	25.42			11.90			1.83	
<b>LOCAL NUMBER PORTABILITY</b>															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75									
<b>INTERFACE (Provisioning Only)</b>															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
<b>New or Additional "B" Channel</b>															
	New or Add'l-Voice/Data B Channel			UEPPP	PR7BV	0.00	20.00				11.90			1.83	
	New or Add'l-Digital Data B Channel			UEPPP	PR7BF	0.00	20.00				11.90			1.83	
	New or Add'l Inward Data B Channel			UEPPP	PR7BD	0.00	20.00				11.90			1.83	
<b>CALL TYPES</b>															

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
						Rec	Nonrecurring		NRC Disconnect			SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	Inward			UEPPP	PR7C1	0.00	0.00	0.00										
	Outward			UEPPP	PR7C0	0.00	0.00	0.00										
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00										
	<b>Interoffice Channel Mileage</b>																	
	Fixed Each Including First Mile			UEPPP	1LN1A	88.6256	105.54	98.47	21.47	19.05		11.90				1.93		
	Each Airline-Fractional Add'l Mile			UEPPP	1LN1B	0.1856												
	<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT</b>																	
	<b>UNE Port/Loop Combination Rates</b>																	
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 1		1	UEPDC		128.39						11.90				1.83		
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 2		2	UEPDC		154.08						11.90				1.83		
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 3		3	UEPDC		246.46						11.90				1.83		
	<b>UNE Loop Rates</b>																	
	4W DS1 Digital Loop-UNE Zone 1		1	UEPDC	USLDC	73.44						11.90				1.83		
	4W DS1 Digital Loop-UNE Zone 2		2	UEPDC	USLDC	99.13						11.90				1.83		
	4W DS1 Digital Loop-UNE Zone 3		3	UEPDC	USLDC	191.51						11.90				1.83		
	<b>UNE Port Rate</b>																	
	4W DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,019.56	479.87	204.92	20.10		11.90				1.83		
	<b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>																	
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		95.31	46.71				11.90				1.83		
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		95.31	46.71				11.90				1.83		
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion with Change-Trunk Top 8 MSAs only			UEPDC	USAWB		95.31	46.71				11.90				1.83		
	<b>ADDITIONAL NRCs</b>																	
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Service Activity Per Service Order			UEPDC	USAS4													
	4W DS1 Loop/4W DDITS Trunk Port-NRC-Subsqnt Channel Activation/Chan-2Way Trunk			UEPDC	UDTTA		15.69	15.69				11.90				1.83		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan-1-Way Outward Trunk			UEPDC	UDTTB		15.69	15.69				11.90				1.83		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan-Inward Trunk w/out DID			UEPDC	UDTTC		15.69	15.69				11.90				1.83		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation Per Chan-Inward Trunk with DID			UEPDC	UDTTD		15.69	15.69				11.90				1.83		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation/Chan-2Way DID w User Trans			UEPDC	UDTTE		15.69	15.69				11.90				1.83		
	<b>BIPOLAR 8 ZERO SUBSTITUTION</b>																	
	BBZS-Superframe Format			UEPDC	CCOSF		0.00	655.00				11.90				1.83		
	BBZS-Extended Superframe Format			UEPDC	CCOEF		0.00	655.00				11.90				1.83		
	<b>Alternate Mark Inversion</b>																	
	AMI-Superframe Format			UEPDC	MCOSF		0.00	0.00										
	AMI-Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00										
	<b>Telephone Number/Trunk Group Establishment Charges</b>																	
	Telephone Number for 2Way Trunk Group			UEPDC	UDTGX	0.00						11.90				1.83		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						11.90				1.83		
	Telephone Number for 1-Way Inward Trunk Group w/o DID			UEPDC	UDTGZ	0.00						11.90				1.83		
	DID Nos, Establish Trunk Group and Provide First Group of 20 DID Nos			UEPDC	NDZ	0.00	0.00	0.00				11.90				1.83		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						11.90				1.83		
	DID Numbers, Non-consecutive DID Numbers, Per Number			UEPDC	ND5	0.00						11.90				1.83		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				11.90				1.83		
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				11.90				1.83		
	<b>Dedicated DS1 (Interoffice Channel Mileage) -</b>																	
	<b>FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port</b>																	
	Interoffice Channel Mileage-Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	88.44	105.54	98.47	21.47	19.05		11.90				1.83		
	Interoffice Channel Mileage-Add'l rate per mile-0-8 miles			UEPDC	1LNOA	0.1856	0.00	0.00										
	Interoffice Channel Mileage-Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00										
	Interoffice Channel Mileage-Add'l rate per mile-9-25 miles			UEPDC	1LNOB	0.1856	0.00	0.00										
	Interoffice Channel Mileage-Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00									
	Interoffice Channel Mileage-Add'l rate per mile-25+ miles			UEPDC	1LNOC	0.1856	0.00	0.00										
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00									
	Central Office Terminating Point			UEPDC	CTG	0.00												

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B			
									Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic		
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
<b>4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT</b>														
<b>System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations</b>														
<b>A system can have various rate combinations based on type and number of ports used</b>														
<b>UNE DS1 Loop</b>														
	4W DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	73.44	0.00	0.00						
	4W DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	99.13	0.00	0.00						
	4W DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	191.51	0.00	0.00						
<b>UNE DSO Channelization Capacities (D4 Channel Bank Configurations)</b>														
	24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	118.06	0.00	0.00		11.90				1.83
	48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	236.12	0.00	0.00		11.90				1.83
	96 DSO Channel Capacity-1 per 4 DS1s			UEPMG	VUM96	472.24	0.00	0.00		11.90				1.83
	144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VUM144	708.36	0.00	0.00		11.90				1.83
	192 DSO Channel Capacity-1 per 8 DS1s			UEPMG	VUM192	944.48	0.00	0.00		11.90				1.83
	240 DSO Channel Capacity-1 per 10 DS1s			UEPMG	VUM240	1,180.60	0.00	0.00		11.90				1.83
	288 DSO Channel Capacity-1 per 12 DS1s			UEPMG	VUM288	1,416.72	0.00	0.00		11.90				1.83
	384 DSO Channel Capacity-1 per 16 DS1s			UEPMG	VUM384	1,888.96	0.00	0.00		11.90				1.83
	480 DSO Channel Capacity-1 per 20 DS1s			UEPMG	VUM480	2,361.20	0.00	0.00		11.90				1.83
	576 DSO Channel Capacity-1 per 24 DS1s			UEPMG	VUM576	2,833.44	0.00	0.00		11.90				1.83
	672 DSO Channel Capacity-1 per 28 DS1s			UEPMG	VUM672	3,305.68	0.00	0.00		11.90				1.83
<b>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System</b>														
<b>A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.</b>														
<b>Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.</b>														
	NRC-Conversion (Currently Combined) with or w/o BST Allowed Changes- Top 8 MSAs Only			UEPMG	USAC4	0.00	450.00	50.00			11.90			
<b>System Additions Where Currently Combined and New (Not Currently Combined)</b>														
<b>In Top 8 MSAs</b>														
	1 DS1/D4 Channel Bank-Add NRC for each Port & Assoc Fea Activation			UEPMG	VUMD4	0.00	950.00	600.00	200.00	30.00			11.90	
<b>Bipolar 8 Zero Substitution</b>														
	Clear Channel Capability Format, superframe-Subsqnt Activity Only			UEPMG	CCOSF	0.00	0.00	655.00					11.90	
	Clear Channel Capability Format-Extended Superframe-Subsqnt Activity			UEPMG	CCOEF	0.00	0.00	655.00					11.90	
<b>Alternate Mark Inversion (AMI)</b>														
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00						
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00						
<b>Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port</b>														
<b>Exchange Ports</b>														
	Line Side Combination Channelized PBX Trunk Port-Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			11.90	1.83
	Line Side Outward Channelized PBX Trunk Port-Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			11.90	1.83
	Line Side Inward Only Channelized PBX Trunk Port w/o DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			11.90	1.83
	2W Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	55.00	0.00	0.00	0.00	0.00			11.90	1.83
<b>Feature Activations - Unbundled Loop Concentration</b>														
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	40.00	20.00	6.00	5.00			11.90	1.83
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	110.00	30.00	65.00	20.00			11.90	1.83
<b>Telephone Number/ Group Establishment Charges for DID Service</b>														
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00					11.90	
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC, & SC)			UEPPX	NDZ	0.00	0.00	0.00					11.90	
	DID Numbers-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00	0.00				11.90	
	Non-Consecutive DID Numbers-per number			UEPPX	ND5	0.00	0.00	0.00	0.00				11.90	
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00	0.00				11.90	
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00	0.00				11.90	
<b>Local Number Portability</b>														
	Local Number Portability-1 per port			UEPPX	LNPCP	3.15	0.00	0.00						
<b>FEATURES - Vertical and Optional</b>														
<b>Local Switching Features Offered with Line Side Ports Only</b>														
	All Features Available			UEPPX	UEPVF	2.26	0.00	0.00			11.90			1.83
<b>UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES</b>														
1. Cost Based Rates are applied where BellSouth is required by FCC and/or commission rule to provide Unbundled Local Switching or Switch Ports.														
2. Features shall apply to the Unbundled Centrex Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Exhibit.														
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Unbundled Centrex Port/Loop Combination.														
4. The recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combs, except in Density Zone 1 of the top 8 MSAs where the end-user has 4 or more DSO equivalents. The stand alone first and additional Port and Loop nonrecurring charges apply to Not Currently Combined Combs.														
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.														
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)														

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
									Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
									Rec	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First
<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>												
<b>UNE Port/Loop Combination Rates (Non-Design)</b>												
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP91		14.11						
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP91		18.23						
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP91		33.04						
<b>UNE Port/Loop Combination Rates (Design)</b>												
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP91		16.53						
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP91		21.60						
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP91		37.85						
<b>UNE Loop Rate</b>												
	2W VG Loop (SL 1)-Zone 1		1	UEP91	UECS1	12.94						
	2W VG Loop (SL 1)-Zone 2		2	UEP91	UECS1	17.06						
	2W VG Loop (SL 1)-Zone 3		3	UEP91	UECS1	31.87						
	2W VG Loop (SL 2)-Zone 1		1	UEP91	UECS2	15.36						
	2W VG Loop (SL 2)-Zone 2		2	UEP91	UECS2	20.43						
	2W VG Loop (SL 2)-Zone 3		3	UEP91	UECS2	36.68						
<b>UNE Ports</b>												
<b>All States (Except NC and SC)</b>												
	2W VG Port (Centrex ) Basic Local Area			UEP91	UEPYA	1.17					11.90	
	2W VG Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.17					11.90	
	2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.17					11.90	
	2W VG Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.17					11.90	
	2W VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP91	UEPYZ	1.17					11.90	
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9	1.17					11.90	
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2	1.17					11.90	
<b>Georgia and Florida Only</b>												
	2W VG Port (Centrex )			UEP91	UEPHA	1.17					11.90	
	2W VG Port (Centrex 800 termination)			UEP91	UEPHB	1.17					11.90	
	2W VG Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17					11.90	
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP91	UEPHM	1.17					11.90	
	2W VG Port, Diff Serving Wire Center-800 Service Term			UEP91	UEPHZ	1.17					11.90	
	2W VG Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17					11.90	
	2W VG Port Terminated on 800 Service Term			UEP91	UEPH2	1.17					11.90	
<b>Local Switching</b>												
	Centrex Intercom Functionality, per port			UEP91	URECS	0.7384						
<b>Local Number Portability</b>												
	Local Number Portability (1 per port)			UEP91	LNPC	0.35						
<b>Features</b>												
	All Standard Features Offered, per port			UEP91	UEPVF	2.26					11.90	
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70				11.90	
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26					11.90	
<b>NARS</b>												
	Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00			11.90	
	Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00			11.90	
	Unbundled Network Access Register-Outdial			UEP91	UARO X	0.00	0.00	0.00			11.90	
<b>Miscellaneous Terminations</b>												
<b>2-Wire Trunk Side</b>												
	Trunk Side Terminations, each			UEP91	CENA6	8.81						
<b>Interoffice Channel Mileage - 2-Wire</b>												
	Interoffice Channel Facilities Termination-VG			UEP91	M1GBC	25.32						
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091						
<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>												
<b>D4 Channel Bank Feature Activations</b>												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66						
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66						
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66						
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP91	1PQWP	0.66						
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66						
	Feature Activation on D-4 Channel Bank Tje Line/Trunk Loop Slot			UEP91	1PQWQ	0.66						
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66						
<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>												
	Conversion-Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42			11.90	

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B				
									Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic	Incremental Charge Manual vs. Electronic			
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	Conversion of Existing Centrex Common Block			UEP91	USACN										
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	5.17	8.32						11.90	
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82							11.90	
	Secondary Block, per Block			UEP91	M2CC1	0.00	618.82							11.90	
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	71.31							11.90	
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48							11.90	
	<b>UNE-P CENTREX - 5ESS (Valid in All States)</b>														
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>														
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP95		14.11									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP95		18.23									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP95		33.04									
	<b>UNE Port/Loop Combination Rates (Design)</b>														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP95		16.53									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP95		21.60									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP95		37.85									
	<b>UNE Loop Rate</b>														
	2W VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	12.94									
	2W VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	17.06									
	2W VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	31.87									
	2W VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	15.36									
	2W VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	20.43									
	2W VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	36.68									
	<b>UNE Port Rate</b>														
	<b>All States</b>														
	2W VG Port (Centrex ) Basic Local Area			UEP95	UEPYA	1.17								11.90	
	2W VG Port (Centrex 800 termination)			UEP95	UEPYB	1.17								11.90	
	2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17								11.90	
	2W VG Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.17								11.90	
	2W VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.17								11.90	
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.17								11.90	
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.17								11.90	
	<b>AL, KY, LA, MS, SC, &amp; TN Only</b>														
	<b>FL &amp; GA Only</b>														
	2W VG Port (Centrex )			UEP95	UEPHA	1.17								11.90	
	2W VG Port (Centrex 800 termination)			UEP95	UEPHB	1.17								11.90	
	2W VG Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17								11.90	
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP95	UEPHM	1.17								11.90	
	2W VG Port, Diff Serving Wire Center-800 Service Term			UEP95	UEPHZ	1.17								11.90	
	2W VG Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17								11.90	
	2W VG Port Terminated on 800 Service Term			UEP95	UEPH2	1.17								11.90	
	<b>Local Switching</b>														
	Centrex Intercom Functionality, per port			UEP95	URECS	0.7384									
	<b>Local Number Portability</b>														
	Local Number Portability (1 per port)			UEP95	LNPC	0.35									
	<b>Features</b>														
	All Standard Features Offered, per port			UEP95	UEPVF	2.26									
	All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70							11.90	
	All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26									
	<b>NARS</b>														
	Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00						11.90	
	Unbundled Network Access Register-Initial			UEP95	UAR1X	0.00	0.00	0.00						11.90	
	Unbundled Network Access Register-Outdial			UEP95	UAROX	0.00	0.00	0.00						11.90	
	<b>Miscellaneous Terminations</b>														
	<b>2-Wire Trunk Side</b>														
	Trunk Side Terminations, each			UEP95	CEND6	8.81									
	<b>4-Wire Digital (1.544 Megabits)</b>														
	DS1 Circuit Terminations, each			UEP95	M1HD1	54.95									
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.69							11.90	
	<b>Interoffice Channel Mileage - 2-Wire</b>														
	Interoffice Channel Facilities Termination			UEP95	MIGBC	25.32									
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0091									
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>														

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B					
									Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic				
									OSS Rates(\$)						SOMECE	SOMAN
						Rec	Nonrecurring		NRC Disconnect							
							First	Add'l	First	Add'l						
<b>D4 Channel Bank Feature Activations</b>																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP95	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tje Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>																
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP95	USAC2	0.00	21.50	8.42				11.90				
	Conversion of Existing Centrex Common Block, each			UEP95	USACN			8.32				11.90				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	618.82					11.90				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	618.82					11.90				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	66.48					11.90				
<b>UNE-P CENTREX - DMS100 (Valid in All States)</b>																
<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>																
<b>UNE Port/Loop Combination Rates (Non-Design)</b>																
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		1	UEP9D		14.11										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9D		18.23										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9D		33.04										
<b>UNE Port/Loop Combination Rates (Design)</b>																
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9D		16.53										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9D		21.60										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9D		37.85										
<b>UNE Loop Rate</b>																
	2W VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	12.94										
	2W VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	17.06										
	2W VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	31.87										
	2W VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	15.36										
	2W VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	20.43										
	2W VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	36.68										
<b>UNE Port Rate</b>																
<b>ALL STATES</b>																
	2W VG Port (Centrex ) Basic Local Area			UEP9D	UEPYA	1.17						11.90				
	2W VG Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17						11.90				
	2W VG Port (Centrex/EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17						11.90				
	2W VG Port (Centrex /EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17						11.90				
	2W VG Port (Centrex /EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.17						11.90				
	2W VG Port (Centrex /EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.17						11.90				
	2W VG Port (Centrex /EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.17						11.90				
	2W VG Port (Centrex /EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.17						11.90				
	2W VG Port (Centrex/EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.17						11.90				
	2W VG Port (Centrex/EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.17						11.90				
	2W VG Port (Centrex/EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.17						11.90				
	2W VG Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17						11.90				
	2W VG Port(Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area			UEP9D	UEPYW	1.17						11.90				
	2W VG Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area			UEP9D	UEPYJ	1.17						11.90				
	2W VG Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPY5	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.17						11.90				
	2W VG Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.17						11.90				
	2W VG Port, Diff Serving Wire Center-800 Service Term			UEP9D	UEPYZ	1.17						11.90				
	2W VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17						11.90				
	2W VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17						11.90				
<b>FL &amp; GA Only</b>																

**UNBUNDLED NETWORK ELEMENTS - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
									Incremental Charge Manual Svc Order vs. Electronic-	Incremental Charge Manual Svc Order vs. Electronic-	Incremental Charge Manual Svc Order vs. Electronic-	Incremental Charge Manual Svc Order vs. Electronic-
									SomeC	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l		
	2W VG Port (Centrex)			UEP9D	UEPHA	1.17						11.90
	2W VG Port (Centrex 800 termination)			UEP9D	UEPHB	1.17						11.90
	2W VG Port (Centrex/EBS-PSET)3			UEP9D	UEPHC	1.17						11.90
	2W VG Port (Centrex /EBS-M5009)3			UEP9D	UEPHD	1.17						11.90
	2W VG Port (Centrex /EBS-M5209)3			UEP9D	UEPHE	1.17						11.90
	2W VG Port (Centrex /EBS-M5112)3			UEP9D	UEPHF	1.17						11.90
	2W VG Port (Centrex /EBS-M5312)3			UEP9D	UEPHG	1.17						11.90
	2W VG Port (Centrex /EBS-M5008)3			UEP9D	UEPHT	1.17						11.90
	2W VG Port (Centrex/EBS-M5208)3			UEP9D	UEPHU	1.17						11.90
	2W VG Port (Centrex/EBS-M5216)3			UEP9D	UEPHV	1.17						11.90
	2W VG Port (Centrex/EBS-M5316)3			UEP9D	UEPH3	1.17						11.90
	2W VG Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17						11.90
	2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPHW	1.17						11.90
	2W VG Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPHJ	1.17						11.90
	2W VG Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPHM	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPHO	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPHP	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPHQ	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPHR	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPHS	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPH4	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPH5	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPH6	1.17						11.90
	2W VG Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPH7	1.17						11.90
	2W VG Port, Diff Serving Wire Center-800 Service Term			UEP9D	UEPHZ	1.17						11.90
	2W VG Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17						11.90
	2W VG Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17						11.90
<b>Local Switching</b>												
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.7384						
<b>Local Number Portability</b>												
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35						
<b>Features</b>												
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26						
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70					11.90
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26						
<b>NARS</b>												
	Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00				11.90
	Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00				11.90
	Unbundled Network Access Register-Outdial			UEP9D	UAROX	0.00	0.00	0.00				11.90
<b>Miscellaneous Terminations</b>												
<b>2-Wire Trunk Side</b>												
	Trunk Side Terminations, each			UEP9D	CEND6	8.81						
<b>4-Wire Digital (1.544 Megabits)</b>												
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95						
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.69					11.90
<b>Interoffice Channel Mileage - 2-Wire</b>												
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	25.32						
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0091						
<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>												
<b>D4 Channel Bank Feature Activations</b>												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66						
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66						
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66						
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP9D	1PQWP	0.66						
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66						
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66						
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66						
<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>												
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42				11.90
	Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32				11.90
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82					11.90



UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B		
						Rec	Nonrecurring		NRC Disconnect			Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	
							First	Add'l	First							Add'l
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82									
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48									
	<b>UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS &amp; TN)</b>															
	<b>2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo</b>															
	<b>UNE Port/Loop Combination Rates (Non-Design)</b>															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP9E		14.11										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9E		18.23										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9E		33.04										
	<b>UNE Port/Loop Combination Rates (Design)</b>															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9E		16.53										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9E		21.60										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9E		37.85										
	<b>UNE Loop Rate</b>															
	2W VG Loop (SL 1)-Zone 1		1	UEP9E	UECS1	12.94										
	2W VG Loop (SL 1)-Zone 2		2	UEP9E	UECS1	17.06										
	2W VG Loop (SL 1)-Zone 3		3	UEP9E	UECS1	31.87										
	2W VG Loop (SL 2)-Zone 1		1	UEP9E	UECS2	15.36										
	2W VG Loop (SL 2)-Zone 2		2	UEP9E	UECS2	20.43										
	2W VG Loop (SL 2)-Zone 3		3	UEP9E	UECS2	36.68										
	<b>UNE Port Rate</b>															
	<b>AL, FL, KY, LA, MS, &amp; TN only</b>															
	2W VG Port (Centrex ) Basic Local Area			UEP9E	UEPYA	1.17										
	2W VG Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17						11.90				
	2W VG Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17						11.90				
	2W VG Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.17						11.90				
	2W VG Port, Diff Serving Wire Center-800 Service Term-Basic Local Area			UEP9E	UEPYZ	1.17						11.90				
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP9E	UEPY9	1.17						11.90				
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP9E	UEPY2	1.17						11.90				
	<b>Florida Only</b>															
	2W VG Port (Centrex )			UEP9E	UEPHA	1.17						11.90				
	2W VG Port (Centrex 800 termination)			UEP9E	UEPHB	1.17						11.90				
	2W VG Port (Centrex with Caller ID)1			UEP9E	UEPHH	1.17						11.90				
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPHM	1.17						11.90				
	2W VG Port, Diff Serving Wire Center-800 Service Term			UEP9E	UEPHZ	1.17						11.90				
	2W VG Port terminated in on Megalink or equivalent			UEP9E	UEPH9	1.17						11.90				
	2W VG Port Terminated on 800 Service Term			UEP9E	UEPH2	1.17						11.90				
	<b>Local Switching</b>															
	Centrex Intercom Functionality, per port			UEP9E	URECS	0.7384										
	<b>Local Number Portability</b>															
	Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
	<b>Features</b>															
	All Standard Features Offered, per port			UEP9E	UEPVF	2.26										
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	370.70					11.90				
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	2.26										

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic	Incremental Charge - Manual vs. Electronic
						Rec	Nonrecurring		NRC Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NARS															
	Unbundled Network Access Register-Combination			UEP9E	UARCX	0.00	0.00	0.00			11.90				
	Unbundled Network Access Register-Initial			UEP9E	UAR1X	0.00	0.00	0.00			11.90				
	Unbundled Network Access Register-Outdial			UEP9E	UARO X	0.00	0.00	0.00			11.90				
	<b>Miscellaneous Terminations</b>														
	<b>2-Wire Trunk Side</b>														
	Trunk Side Terminations, each			UEP9E	CEND6	8.81									
	<b>4-Wire Digital (1.544 Megabits)</b>														
	DS1 Circuit Terminations, each			UEP9E	M1HD1	54.95									
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.69				11.90				
	<b>Interoffice Channel Mileage - 2-Wire</b>														
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	25.32									
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0091									
	<b>Feature Activations (DS0) Centrex Loops on Channelized DS1 Service</b>														
	<b>D4 Channel Bank Feature Activations</b>														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP9E	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66									
	<b>Non-Recurring Charges (NRC) Associated with UNE-P Centrex</b>														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42			11.90				
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32			11.90				
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82				11.90				
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82				11.90				
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.48				11.90				
	<b>Note 1 - Required Port for Centrex Control in 1AESS, 5ESS &amp; EWSD</b>														
	<b>Note 2 - Requires Interoffice Channel Mileage</b>														
	<b>Note 3 - Requires Specific Customer Premises Equipment</b>														
	<b>Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.</b>														

## **EXHIBIT 3**

**ATTACHMENT 3**  
**NETWORK INTERCONNECTION**

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## NETWORK INTERCONNECTION

### 1. GENERAL

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

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

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

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.8 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Smart City.

2.1.9 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.

2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.14 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.15 **Transit Traffic** is traffic originating on Smart City'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 Smart City's network.
- 3. NETWORK INTERCONNECTION**
- 3.1 This Attachment pertains only to the provision of network interconnection where Smart City owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the BFR/NBR process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 If Smart City elects to interconnect with BellSouth pursuant to a Fiber Meet, Smart City and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the



specific transmission system. However, Smart City's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Smart City Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Smart City, BellSouth shall allow Smart City access to the fusion splice point for the Fiber Meet point for maintenance purposes on Smart City's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Smart City shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by Smart City. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

#### **4. INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and Smart City shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Smart City shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Smart City's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Smart City desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Smart City has established interconnection trunk groups, Smart City shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

- 4.2.1 Notwithstanding the forgoing, Smart City shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Smart City has homed (i.e. assigned) its NPA/NXXs. Smart City shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Smart City shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Smart City's NXX access tandem homing arrangement as specified by Smart City in the LERG.
- 4.4 Any Smart City interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Smart City from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Smart City to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Smart City are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local and IntraLATA Toll Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Smart City shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Smart City is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Smart City's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project.

A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

#### 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Smart City shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

##### 4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

##### 4.10.1.1 **Basic Architecture**

In the basic architecture, Smart City's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Smart City and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Smart City and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Smart City desires to exchange traffic. This trunk group also carries Smart City originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Smart City. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.

##### 4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides IntraTandem Access for Smart City-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Smart City end-users. A two-way trunk group provides IntraTandem Access for Smart City's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Smart City and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Smart City desires to exchange traffic. This trunk group also carries Smart City originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Smart City. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

#### 4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group architecture establishes one two-way trunk group to provide IntraTandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Smart City and BellSouth. In addition, a separate two-way transit trunk group must be established for Smart City's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Smart City and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Smart City desires to exchange traffic. This trunk group also carries Smart City originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Smart City. However, where Smart City is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

#### 4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Smart City's Transit Traffic are exchanged on a single two-way trunk group between Smart City and BellSouth to provide IntraTandem Access to Smart City. This trunk group carries Transit Traffic between Smart City and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Smart City desires to exchange traffic. This trunk group also carries Smart City originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Smart City. However, where Smart City is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection

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

4.10.1.5.2 Smart City may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Smart City will be delivered to and from IXCs based on Smart City's NXX access tandem homing arrangement as specified by Smart City in the LERG.

- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.4 To the extent Smart City does not purchase MTA in a LATA served by multiple access tandems, Smart City must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Smart City routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Smart City shall pay BellSouth the associated MTA charges.
- 4.10.2 **Local Tandem Interconnection**
- 4.10.2.1 Local Tandem Interconnection arrangement allows Smart City to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Smart City-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Smart City must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Smart City may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Smart City may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Smart City does not choose to establish an interconnection trunk group(s). It is Smart City's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Smart City's codes. Likewise, Smart City shall obtain its routing information from the LERG.
- 4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Smart City must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Smart City has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 GSST).

- 4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Smart City has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 **Direct End Office-to-End Office Interconnection**
- 4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Smart City and BellSouth.
- 4.10.3.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between Smart City's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.4 **Transit Traffic Trunk Group**
- Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Smart City to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 4.10.4.1 **Toll Free Traffic**

- 4.10.4.1.1 If Smart City chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Smart City originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.4.1.2 Smart City may choose to perform its own Toll Free database queries from its switch. In such cases, Smart City will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Smart City will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Smart City will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Smart City shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Smart City will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Smart City's network but that are connected to BellSouth's access tandem.
- 4.10.5 All post-query Toll Free calls for which Smart City performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## **5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Smart City chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Smart City switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.



- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI), calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and Smart City will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Smart City will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, Smart City shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Smart City's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Smart City-to-BellSouth one-way trunks (Smart City Trunks), BellSouth-to-Smart City one-way trunks (Reciprocal Trunks) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually

develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Smart City location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, Smart City shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Smart City shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.8 **Trunk Utilization**
- 5.8.1 BellSouth and Smart City shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.
- 5.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify Smart City of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Smart City interface. Smart City will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic

volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Smart City expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Smart City to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Smart City. The due date of these orders will be four weeks after Smart City was first notified in writing of the underutilization of the trunk groups.

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

## **6. LOCAL DIALING PARITY**

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

## **7. INTERCONNECTION COMPENSATION**

### **7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic**

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's GSST.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding EAS exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Smart City agree to the rebuttable presumption that all combined circuit switched Local and

ISP-bound Traffic delivered to BellSouth or Smart City that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Smart City further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Smart City that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 7.1.4 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.4.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's end user's presubscribed IXC or if one Party's end user uses the other Party as an IXC on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 7.1.5 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.6 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.8 If Smart City assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Smart City end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Smart City customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Smart City agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Smart City at BellSouth's switched access tariff rates.
- 7.2 If Smart City does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Smart City NPA/NXXs on which to charge the applicable rates for originating network access service as

reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Smart City can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local and ISP-bound call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to Smart City. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and

September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Smart City shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

#### 7.4 **Compensation for 8XX Traffic**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Smart City will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

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

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Smart City requires interconnection from Smart City to BellSouth's 8XX Signal

Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Smart City shall establish SS7 interconnection at the BellSouth Local Signal Points serving the BellSouth 8XX SCPs that Smart City desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

## 7.5 **Mutual Provision of Switched Access Service**

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

7.5.2 If the BellSouth end user chooses Smart City as their presubscribed IXC, or if the BellSouth end user uses Smart City as an IXC on a 101XXXX basis, BellSouth will charge Smart City the appropriate BellSouth tariff charges for originating switched access services.

7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

7.5.4 When Smart City's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Smart City as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

- 7.5.4.1 When Smart City's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Smart City, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 Smart City agrees not to deliver switched access traffic to BellSouth for termination except over Smart City ordered switched access trunks and facilities.
- 7.6 **Transit Traffic**
- 7.6.1 BellSouth shall provide tandem switching and transport services for Smart City's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Smart City and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Smart City and Wireless Type 2A or a third party CLEC utilizing



BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Smart City is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Smart City. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Smart City shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

## **8. FRAME RELAY SERVICE INTERCONNECTION**

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network interconnection arrangement between BellSouth's and Smart City's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Smart City is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Smart City and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Smart City have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.

- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Smart City may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Smart City that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Smart City will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Smart City will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Smart City's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Smart City will pay, the total non-recurring and recurring charges for the NNI port. Smart City will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Smart City's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

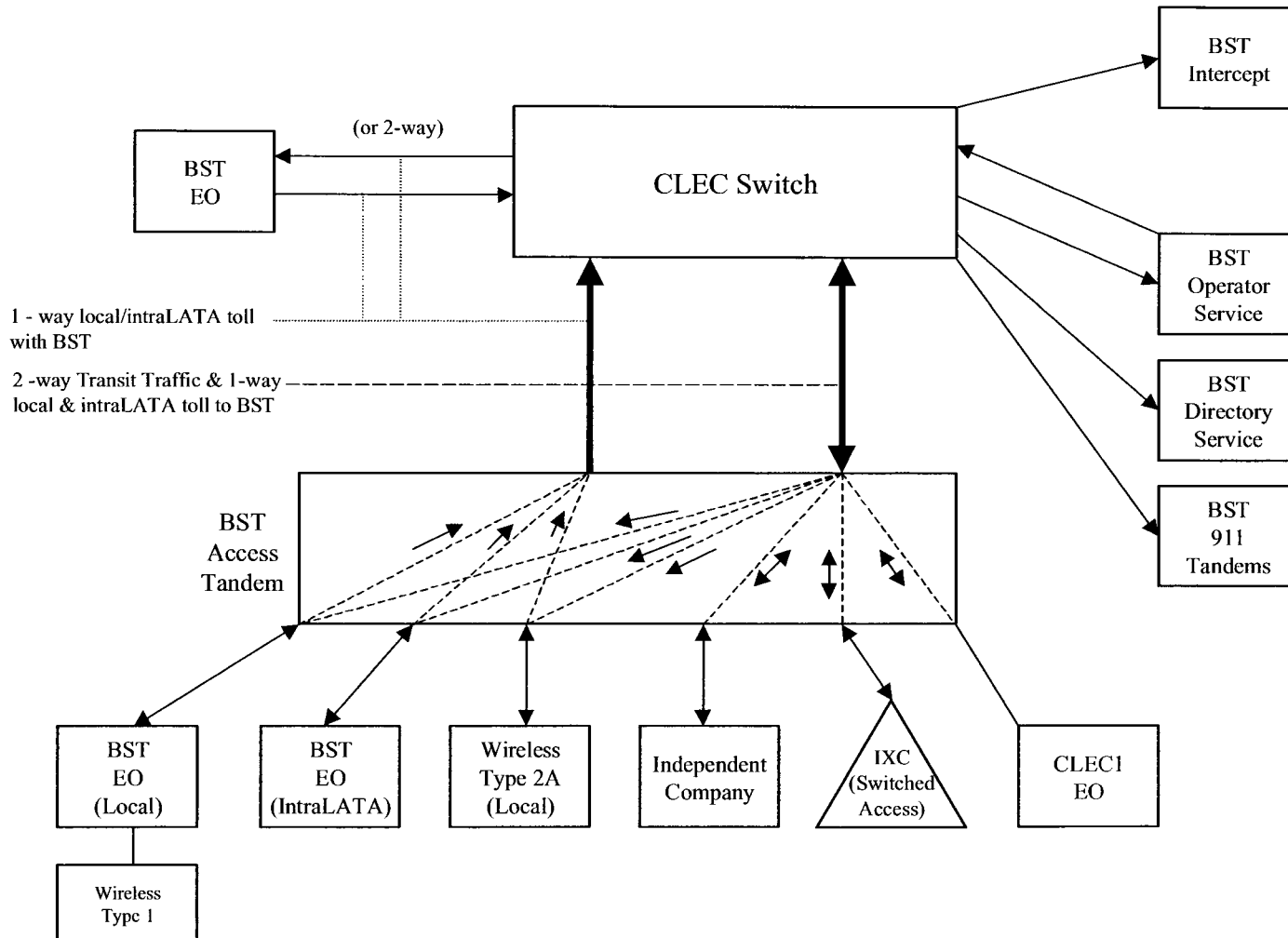
- 8.8 For the PVC segment between the Smart City and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Smart City orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Smart City Frame Relay switch, BellSouth will invoice, and Smart City will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Smart City Frame Relay switches. If the VC is a Local VC, Smart City will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Smart City for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Smart City subscriber's PVC segment and a PVC segment from the Smart City Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Smart City will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Smart City Frame Relay switches. If the VC is a Local VC, Smart City will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Smart City for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth FCC No. 1.
- 8.9.4 If Smart City requests a change, BellSouth will invoice and Smart City will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, Smart City will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth FCC No. 1.

- 8.10 Smart City will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1.

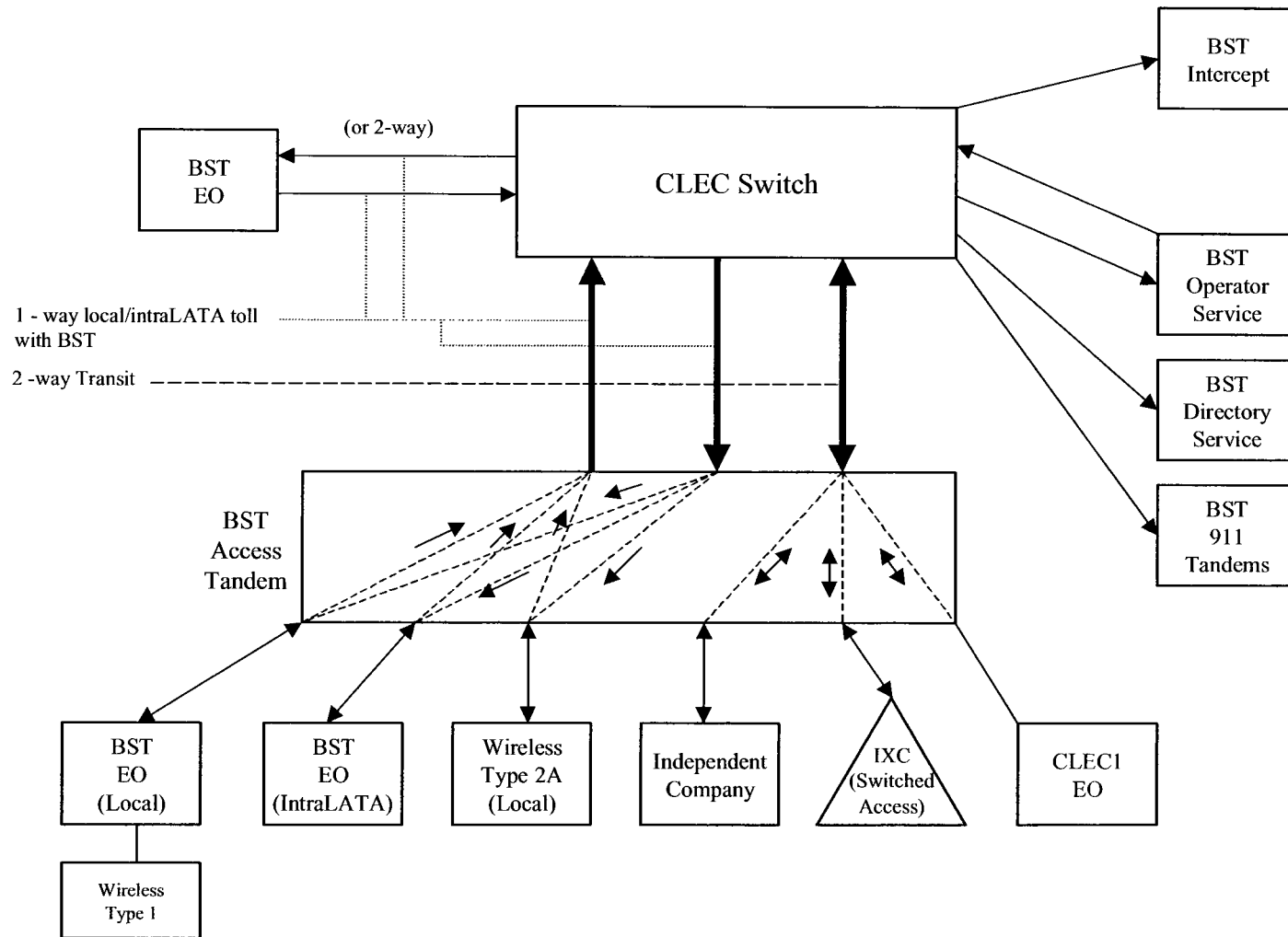
**9. ORDERING CHARGES**

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

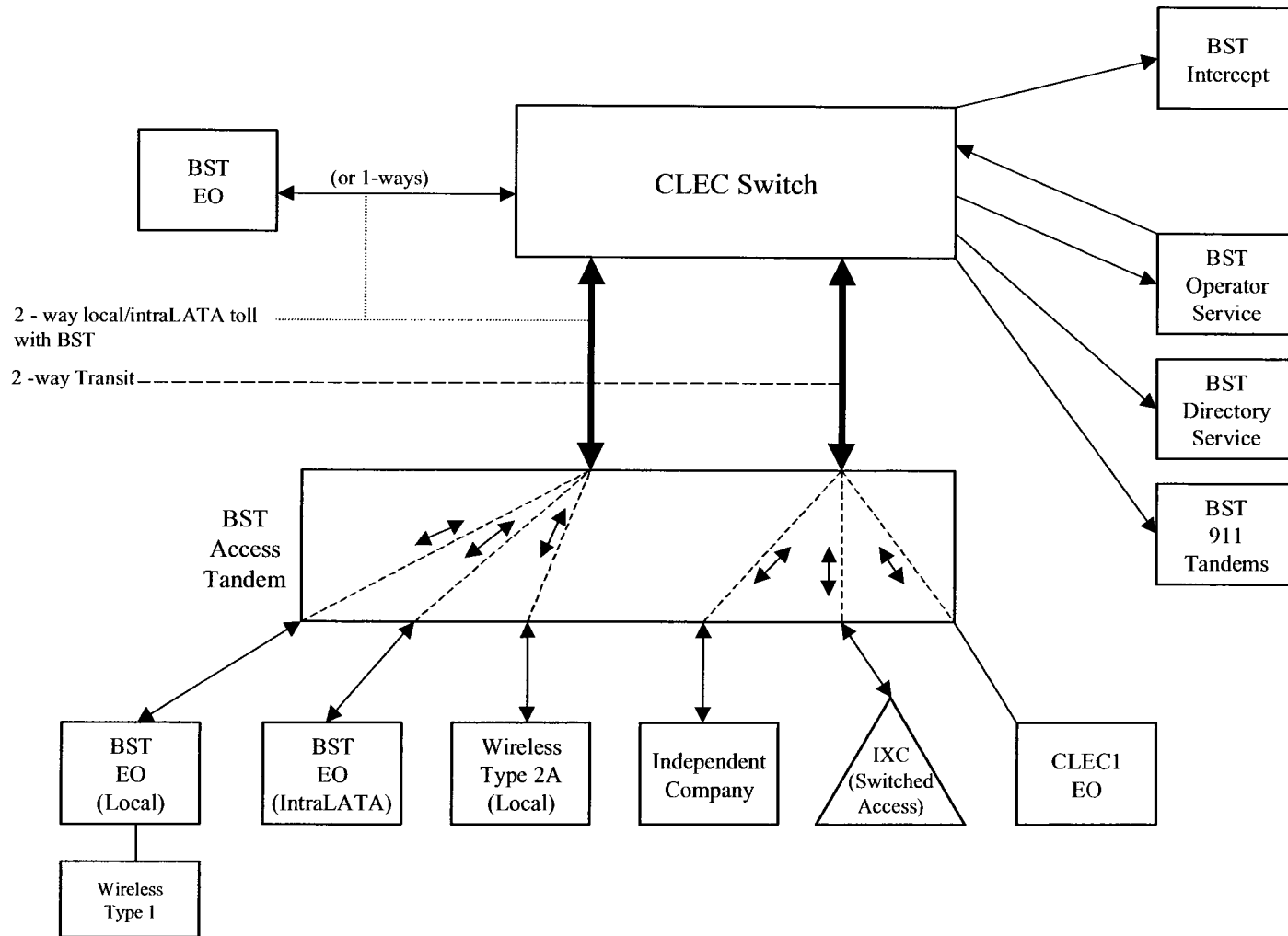
# Basic Architecture



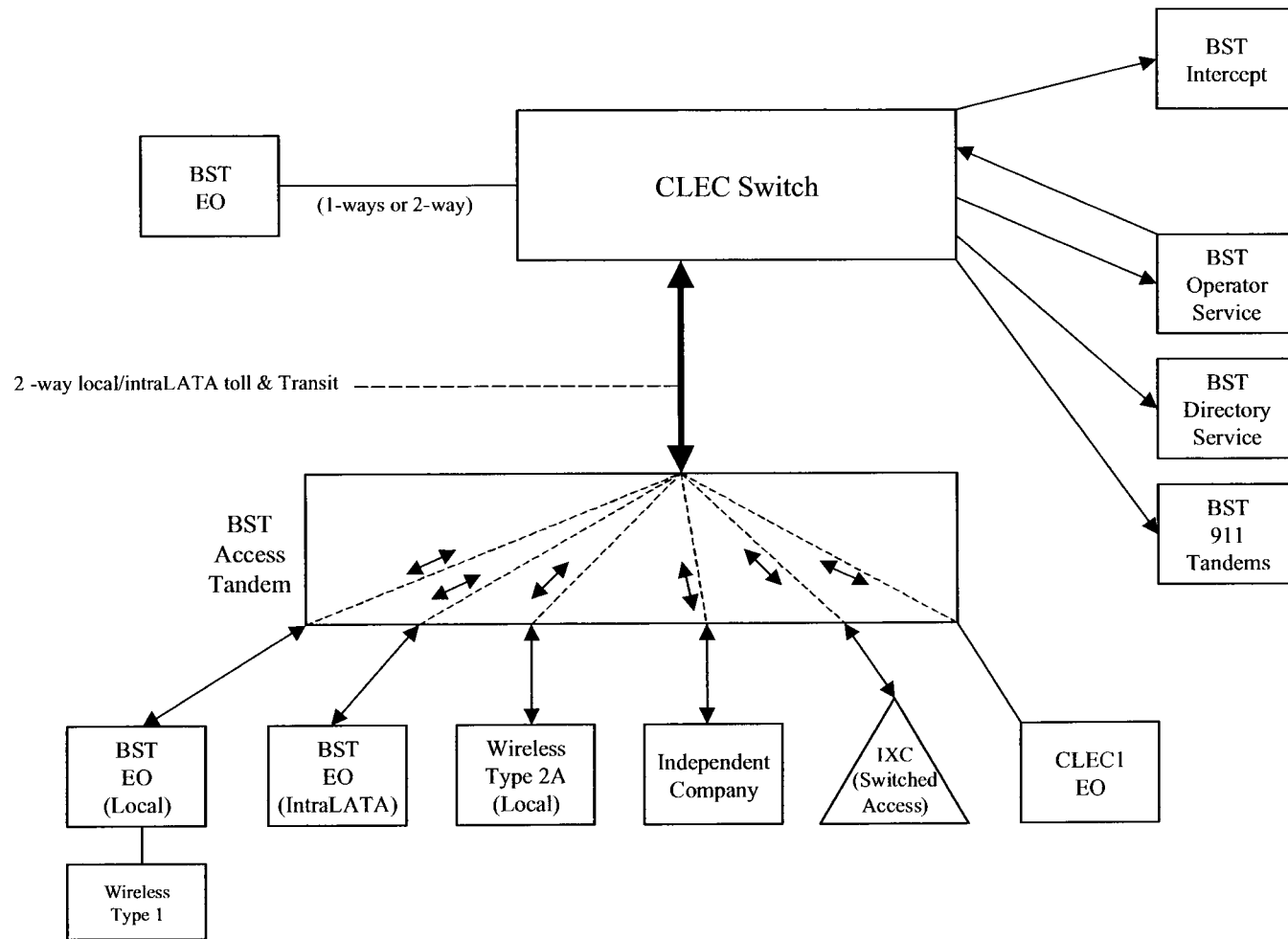
# One-Way Architecture



# Two-Way Architecture



# Supergroup Architecture





LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Recurring	Nonrecurring		NRC Discon							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
<b>TANDEM SWITCHING</b>																
	Tandem Switching Function Per MOU			OHD	TPP++		0.0006019bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD	TDE0P		0.0006019									
	Tandem Intermediary Charge, per MOU*			OHD			0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
<b>TRUNK CHARGE</b>																
	Installation Trunk Side Service-per DS0			OHD	TPP++		336.43	57.38								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P		0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P		0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P		0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P		0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
<b>COMMON TRANSPORT (Shared)</b>																
	Common Transport-Per Mile, Per MOU			OHD			0.0000035bk									
	Common Transport-Facilities Termination Per MOU			OHD			0.0004372bk									
<b>LOCAL INTERCONNECTION (DEDICATED TRANSPORT)</b>																
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>																
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHL, OHM	1L5NF		0.0091									
	Interoffice Channel-Dedicated Transport- 2W VG-Facility Termination per mo			OHL, OHM	1L5NF		25.32	31.78		7.03						
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHL, OHM	1L5NK		0.0091									
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per mo			OHL, OHM	1L5NK		18.44	31.78		7.03						
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHL, OHM	1L5NK		0.0091									
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per mo			OHL, OHM	1L5NK		18.44	31.78		7.03						
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1, OH1MS	1L5NL		0.1856									
	Interoffice Channel-Dedicated Transport-DS1-Facility Termination per mo			OH1, OH1MS	1L5NL		88.44	98.47		19.05						
	Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo			OH3, OH3MS	1L5NM		3.87									
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo			OH3, OH3MS	1L5NM		1,071.00	219.28		70.56						
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																
	Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2		21.94	265.84	46.97	37.63	4.00					
	Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4		22.81	266.54	47.67	44.22	5.33					
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG		35.28	216.65	183.54	24.30	16.95					
	Local Channel-Dedicated-DS3 Facility Termination per mo			OH3	TEFHJ		531.91	556.37	343.01	139.13	96.84					
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG		0.00	0.00								
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ		0.00	0.00								
<b>MULTIPLEXERS</b>																
	Channelization- DS1 to DS0 Channel System			OH1, OH1MS	SATN1		146.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS		211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO		13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

# **EXHIBIT 4**

**Attachment 4**  
**Physical Collocation**

**BELLSOUTH**  
**PHYSICAL COLLOCATION**

**1. Scope of Attachment**

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Smart City is physically collocated as a sole occupant or as a Host within a Premise location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth are leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to Smart City collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Smart City to occupy that certain area designated by BellSouth within a BellSouth Premise, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Smart City 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 the state of Florida, the size specified by Smart City may contemplate a request for space sufficient to accommodate Smart City’s growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate Smart City's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Smart City's cost or materially delay Smart City'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 Smart City 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 collocator; (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 Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premise. Smart City will be responsible for any justification of unutilized space within its space, if the appropriate Commission requires such justification.
- 1.5 Use of Space. Smart City shall use the Collocation Space for the purposes of installing, maintaining and operating Smart City's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth UNEs for the provision of telecommunications services, as specifically set forth in this Attachment. 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. Smart City agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 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 Upon request from Smart City, 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 Smart City for a Space Availability Report must be written and must include the Premises street address, as identified in the LERG, and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the NECA Tariff FCC No. 4.
    - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise 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 Smart City and inform Smart City of the time frame under which it can respond.

### **3. Collocation Options**

3.1 Cageless. BellSouth shall allow Smart City to collocate Smart City's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Smart City to have direct access to Smart City's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Smart City'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, Smart City 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 Smart City's expense, Smart City 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, Smart City and Smart City's Certified Supplier must comply with the more stringent local building code requirements. Smart City'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 Smart City and provide, at Smart City's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Smart City to obtain the zoning, permits and/or other licenses. Smart City's Certified Supplier shall bill Smart City directly for all work performed for Smart City pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Smart City's Certified Supplier. Smart City 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 Smart City's locked enclosure prior to notifying Smart City. Upon request, BellSouth shall construct the enclosure for Smart City.

3.2.1 BellSouth may elect to review Smart City's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Smart City indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Smart City has indicated its desire to construct its own enclosure. If Smart City'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. Regardless of whether or not BellSouth elects to review Smart City'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 Smart City to remove or correct within seven (7) calendar days at Smart City's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. Smart City may allow other telecommunications carriers to share Smart City's caged collocation arrangement pursuant to terms and conditions agreed to by Smart City (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Premise is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Smart City 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 Smart City 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 Smart City.
- 3.3.1 Smart City, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Smart City 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. In Florida 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 Exhibit C, which will be billed to the Host 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 the Guest and for the provision of the services and access to UNEs. 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 Smart City 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 Smart City'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 Smart City and in conformance with BellSouth's design and construction specifications. Further, Smart City shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 Should Smart City elect Adjacent Collocation, Smart City 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, Smart City and Smart City's Certified Supplier must comply with the more stringent local building code requirements. Smart City's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Smart City's Certified Supplier shall bill Smart City directly for all work performed for Smart City pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Smart City's Certified Supplier. Smart City 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 Smart City's locked enclosure prior to notifying Smart City.
- 3.4.2 Smart City must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Smart City'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. BellSouth shall require Smart City to remove or correct within seven (7) calendar days at Smart City's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 Smart City 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 Smart City'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.
- 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 UNEs for the provision of telecommunications services within a BellSouth Premise. BellSouth will permit Smart City to interconnect between its virtual or physical collocation arrangements and those of another collocated



telecommunications carrier within the same central office. Both Smart City'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 Smart City use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 Smart City must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Smart City. Such connections to other carriers may be made using either optical or electrical facilities. Smart City 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. Smart City 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). Smart City is responsible for ensuring the integrity of the signal.
- 3.5.2 Smart City shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Smart City-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, Smart City may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Smart City must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### **4. Occupancy**

- 4.1 BellSouth will notify Smart City in writing that the Collocation Space is ready for occupancy (Space Ready Date). Smart City will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. In the event that Smart City fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Smart City. Billing will commence on the Space Ready Date or the date Smart City accepts the space (Space Acceptance Date), whichever is sooner. Smart City 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, Smart City'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 Attachment, Smart City 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 Smart City's right to occupy the Collocation Space in the event Smart City fails to comply with any provision of this Agreement including the payment of applicable fees.

Upon termination of occupancy, Smart City at its expense shall remove its equipment and other property from the Collocation Space. Smart City shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Smart City's Guests, unless Smart City'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. Smart City shall continue payment of monthly fees to BellSouth until such date as Smart City, and if applicable Smart City's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Smart City or Smart City'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 Smart City or Smart City's Guest(s), in any manner that BellSouth deems fit, at Smart City's expense and with no liability whatsoever for Smart City's property or Smart City's Guest(s)'s property. Upon termination of Smart City's right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and Smart City shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Smart City except for ordinary wear and tear, unless otherwise agreed to by the Parties. Smart City'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. Smart City shall be responsible for the cost of removing any 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 UNEs 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 Premise must be for interconnection to BellSouth's network or for access to BellSouth's UNEs 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 a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Smart City's failure to comply with this Section.
- 5.1.3 Smart City 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. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Smart City submits an application for terminations that exceed the total capacity of the collocated equipment, Smart City will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 Smart City shall identify to BellSouth whenever Smart City submits a Method of Procedure (MOP) adding equipment to Smart City's Collocation Space all entities that have an interest, secured and otherwise, in the equipment in Smart City's Collocation Space.
- 5.3 Smart City 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 Smart City shall place a plaque or other identification affixed to Smart City's equipment necessary to identify Smart City's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Smart City may elect to place Smart City-owned or Smart City-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. Smart City will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Smart City 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 Smart City's equipment in the Collocation Space. In the event Smart City utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Smart City must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Smart City is responsible for maintenance of the entrance facilities. At Smart City'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 Premise 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 Smart City with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Smart City'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. Smart City may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Smart City's collocation arrangement within the same BellSouth Premise. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Smart City must arrange with BellSouth for BellSouth to splice the Smart City provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Smart City 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 will designate the point(s) of demarcation between Smart City's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Smart City shall be responsible for providing, and a supplier certified by BellSouth (BellSouth Certified Supplier) shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on

a per arrangement basis. Smart City or its agent must perform all required maintenance to 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.

- 5.7 Smart City's Equipment and Facilities. Smart City, or if required by this Attachment, Smart City's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Smart City 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. Smart City and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 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 Smart City at least forty-eight (48) hours before access to the Collocation Space is required. Smart City may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Smart City will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, Smart City shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Smart City 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 Smart City or Smart City's Guests provided with access keys or devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgment forms must be signed by Smart City and returned to BellSouth Access Management within fifteen (15) calendar days of Smart City's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgments are current. Access Keys shall not be duplicated under any circumstances. Smart City agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Smart City's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Smart City or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Smart City's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Smart City. Smart City 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 Smart City desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Smart City may submit such a request at

any time subsequent to BellSouth's receipt of the BFFO. In the event Smart City 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 Smart City to access the Collocation Space accompanied by a security escort at Smart City's expense. Smart City 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. Smart City 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), Smart City 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, Smart City 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 Smart City violates the provisions of this paragraph, BellSouth shall give written notice to Smart City, which notice shall direct Smart City to cure the violation within forty-eight (48) hours of Smart City'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 Smart City 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 Smart City's equipment. BellSouth will endeavor, but is not required, to provide notice to Smart City prior to taking such action and shall have no liability to Smart City 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 Smart City fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Smart City or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Smart City 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 Smart City 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 Smart City at any time. Any damage caused to the Collocation Space by Smart City's employees, agents or representatives during the removal of such property shall be promptly repaired by Smart City at its expense.
- 5.12.1 If Smart City decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill Smart City an Administrative Only Application Fee as set forth in Exhibit C for these charges. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall Smart City or any person acting on behalf of Smart City 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 Smart City. 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. Smart City shall be responsible for the general upkeep of the Collocation Space. Smart City 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 Should any state or federal regulatory agency impose procedures or intervals applicable to Smart City and BellSouth that are different from procedures or intervals

set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Smart City or Smart City's Guest(s) initial equipment placement, Smart City 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 Smart City or Smart City's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Smart City 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 Subsequent 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 Smart City 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 Smart City 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) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If Smart City has previously requested and received a Space Availability Report for the Premises, Smart City 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 Smart City's preference(s), Smart City 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 a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premise. 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 Smart City or differently configured, Smart City must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.6 Denial of Application. If BellSouth notifies Smart City that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying Smart City that BellSouth has no available space in the requested Premises, BellSouth will allow Smart City, 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.
- 6.7 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 that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Smart City to inspect any floor 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 Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar 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) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business 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, Smart City must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Smart City has originally requested caged Collocation Space and cageless Collocation Space becomes available, Smart City may refuse such space and notify BellSouth in writing within that time that Smart City wants to maintain its place on the

waiting list without accepting such space. Smart City 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 Smart City 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 Smart City from the waiting list. Upon request, BellSouth will advise Smart City 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 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.
- 6.10 Application Response. In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Smart City to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Smart City submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar 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 a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Smart City 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 may charge Smart City an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require Smart City to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Smart City shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Firm Order to BellSouth. The BFFO must be

received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Smart City'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 BFFO. BellSouth will acknowledge the receipt of Smart City's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## 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 BFFO or as agreed to by the Parties. For changes to the 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 BFFO 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 Smart City cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

- 7.2 **Joint Planning.** Joint planning between BellSouth and Smart City will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Smart City 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.** Smart City will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Smart City that the Collocation Space is ready for occupancy (Space Ready Date). In the event that Smart City fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Smart City. BellSouth will correct any deviations to Smart City'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 Smart City prior to the applicable provisioning interval set forth

herein (Provisioning Interval) for those Premises in which Smart City 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 Smart City prior to the Provisioning Interval for those Premises in which Smart City has a physical collocation arrangement with a POT bay provided by Smart City prior to 6/1/99 or a virtual collocation arrangement until Smart City provides BellSouth with the following information:

For Smart City-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 Smart City's equipment (EIU form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Smart City's BellSouth Certified Supplier

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Smart City. 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 Smart City a nonrecurring charge, as set forth in Exhibit C, each time Smart City requests a resend of its CFAs.
- 7.6 Use of BellSouth Certified Supplier. Smart City shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Smart City and Smart City'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, Smart City must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Smart City with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Smart City'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 Smart City upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Smart City directly for all work performed for Smart City 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 consider certifying Smart City or any supplier proposed by Smart City. All work performed by or for Smart City 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. Smart City shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to

service Smart City's Collocation Space. Upon request, BellSouth will provide Smart City with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Smart City. 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, Smart City 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 Smart City, such information will be provided to Smart City in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Smart City within one hundred eighty (180) calendar days of BellSouth's written denial of Smart City's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Smart City was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Smart City 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. Smart City 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. BellSouth will bill Smart City an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.
- 7.10 Cancellation. If, at any time prior to space acceptance, Smart City 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. Smart City, 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 in Exhibit A attached hereto.

**8. Rates and Charges**

- 8.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or on the date Smart City accepts the space, whichever is first.

- 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 Smart City'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. Smart City shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Smart City opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Smart City as prescribed in this Section.

- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Smart City's BFFO.

- 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 include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Smart City shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Smart City 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 Smart City's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Smart City shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6 Power. BellSouth shall make available –48 Volt (-48V) DC power for Smart City’s Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Smart City’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 Smart City’s BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Smart City’s BellSouth Certified Supplier. Smart City is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Smart City’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 Smart City must provide BellSouth a copy of the engineering power specification prior to the day on which Smart City’s equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Smart City’s arrangement area. Smart City shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Smart City’s arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Smart City shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If Smart City elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Smart City’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 Smart City’s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Smart City’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 Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Smart City’s option, Smart City may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 If Smart City requests a reduction in the amount of power that BellSouth is currently providing Smart City 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 Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This nonrecurring 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 Smart City 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 Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Smart City shall pay for such half-hour charges in the event Smart City fails to show up.

8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth 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 nonrecurring fees will be billed upon receipt of Smart City's BFFO.

8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## 9. Insurance

9.1 Smart City shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 Smart City 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 Smart City's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 Smart City 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 Attachment upon thirty (30) calendar days notice to Smart City 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 Smart City shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Smart City's property has been removed from BellSouth's Premises, whichever period is longer. If Smart City fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Smart City.
- 9.5 Smart City 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. Smart City shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Smart City's insurance company. Smart City 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 Smart City 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 Smart City's net worth exceeds five hundred million dollars (\$500,000,000), Smart City 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. Smart City 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 Smart City in the event that self-insurance status is not granted to Smart City. If BellSouth approves Smart City for self-insurance, Smart City shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Smart City's corporate officers. The ability to self-insure shall continue so long as the Smart City meets all of the requirements of this Section. If Smart City subsequently no longer satisfies this Section, Smart City 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 Attachment upon thirty (30) calendar days' notice to Smart City 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 Attachment.

**10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Smart City), 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 Smart City's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Smart City's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Smart City adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Smart City 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 Unless otherwise specified, Smart City will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Smart City employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Smart City 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. Smart City shall not be required to perform this investigation if an affiliated company of Smart City has performed an investigation of the Smart City employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Smart City has performed a pre-employment statewide investigation of criminal history records of the Smart City employee for the states/counties where the Smart City 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 Smart City will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 12.3 Smart City 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 Smart City's name. BellSouth reserves the right to remove from its Premises any employee of Smart City not possessing identification issued by Smart City or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Smart City shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Smart City shall be solely responsible for ensuring that any Guest of Smart City is in compliance with all subsections of this Section.
- 12.4 Smart City shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Smart City 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 Smart City personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Smart City chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Smart City 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 Smart City 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 Smart City 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 Smart City employee or agent hired by Smart City within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premise pursuant to this Attachment, Smart City shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Smart City will disclose the nature of the convictions to BellSouth at that time. In the alternative, Smart City may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Smart City employees requiring access to a BellSouth Premise pursuant to this Attachment, Smart City shall furnish BellSouth, prior to an employee gaining

such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Smart City shall promptly remove from BellSouth's Premises any employee of Smart City 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 Smart City is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Smart City's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Smart City's Security contact of such interview. Smart City and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Smart City's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Smart City for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Smart City's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Smart City for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Smart City's employees, agents, or suppliers and where Smart City agrees, in good faith, with the results of such investigation. Smart City shall notify BellSouth in writing immediately in the event that Smart City 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. Smart City 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 equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the 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 Smart City'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 Smart City'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 Smart City, 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. Smart City may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Smart City's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Smart City. Where allowed and where practical, Smart City may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Smart City shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Smart City's permitted use, until such Collocation Space is fully repaired and restored and Smart City's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Smart City has placed an Adjacent Arrangement pursuant to Section 3, Smart City shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the 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 Smart City shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

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

## **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 Smart City agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Smart City shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Smart City should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Smart City to follow when working at a BellSouth Premise (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. Smart City will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Smart City when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Smart City space with proper notification. BellSouth reserves the right to stop any Smart City work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used,

stored or abandoned at the BellSouth Premises by Smart City are owned by Smart City. Smart City 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 Smart City or different hazardous materials used by Smart City at BellSouth Premises. Smart City must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Smart City to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Smart City 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 Smart City will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Smart City 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Smart City 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 Premises.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Smart City 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. Smart City further agrees to cooperate with BellSouth to ensure that Smart City's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Smart City, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Smart City'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 ATCC Representative)
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)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (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 BST Building Service Center: FL (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

**THREE MONTH CLEC COLLOCATION FORECAST**

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB-- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0".

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

**Notes:** Forecast information will be used for no other purpose than collocation planning.

**Attachment 4**

**Remote Site Physical Collocation**

## BELLSOUTH

### REMOTE SITE PHYSICAL COLLOCATION

#### 1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Smart City 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 Smart City Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Smart City 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 Smart City 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 Attachment does 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 upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
  - 1.3.1 In the state of Florida, the number of racks/bays specified by Smart City may contemplate a request for space sufficient to accommodate Smart City'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 Attachment. Additionally, where BellSouth notifies Smart City that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Smart City's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Smart City. Smart City agrees to reimburse BellSouth for the reasonable and demonstrable costs

incurred by BellSouth in obtaining such rights for Smart City. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Smart City as above, Smart City shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Smart City in obtaining such permission.

- 1.5 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Smart City will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate Commission requires such justification.
- 1.6 **Use of Space.** Smart City shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Smart City's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth 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 in any amendment hereto.
- 1.7 **Rates and charges.** Smart City agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 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 Upon request from Smart City, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from Smart City 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 central office. The CLLI code information for

the serving central office is located in the NECA Tariff FCC No. 4. If Smart City is unable to obtain the CLLI code from, for example, a site visit to the remote site, Smart City may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Smart City should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Smart City should complete all the requested information and submit the Request with the applicable fee to BellSouth.

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 Smart City and inform Smart City of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide Smart City 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 Smart City 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 Smart City, up to a maximum of thirty (30) wire centers per Smart City request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Smart City agrees to pay the costs incurred by BellSouth in providing the information.

### 3. Collocation Options

3.1 Cageless. BellSouth shall allow Smart City to collocate Smart City's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Smart City to have direct access to Smart City's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Smart City'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, Smart City must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for

compliance with all special technical requirements associated with such equipment pursuant.

- 3.2 Caged. At Smart City's expense, Smart City 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. Smart City'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 Smart City and provide, at Smart City's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Smart City to obtain the zoning, permits and/or other licenses. Smart City's Certified Supplier shall bill Smart City directly for all work performed for Smart City pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Smart City's Certified Supplier. Smart City 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 Smart City's locked enclosure prior to notifying Smart City. Upon request, BellSouth shall construct the enclosure for Smart City.
- 3.2.1 BellSouth may elect to review Smart City's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Smart City indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Smart City has indicated their desire to construct their own enclosure. If Smart City'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 Smart City'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 Smart City to remove or correct within seven (7) calendar days at Smart City's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared Collocation. Smart City may allow other telecommunications carriers to share Smart City's Remote Collocation Space pursuant to terms and conditions agreed to by Smart City (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. Smart City 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 Smart City 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 Smart City.

- 3.3.1 Smart City, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Smart City 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. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In Florida 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 Exhibit C, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it 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 the Guest and for the provision of the services and access to UNEs. 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 Smart City 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 Smart City's Guests 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 Smart City and in conformance with BellSouth's design and construction specifications. Further, Smart City 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 application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should Smart City elect Adjacent Collocation, Smart City must arrange with a 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, Smart City and Smart City's Certified Supplier must comply with local building code requirements. Smart City's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Smart City's Certified Supplier shall bill Smart City directly for all work performed for Smart City pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Smart City's Certified Supplier. Smart City 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 Smart City's locked enclosure prior to notifying Smart City.
- 3.4.2 Smart City must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Smart City'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 Smart City to remove or correct within seven (7) calendar days at Smart City's expense any structure that does not meet these plans and specifications.
- 3.4.3 Smart City 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 Smart City'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.
- 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 access to BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premise. BellSouth will permit Smart City to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both Smart City'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 Smart City use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 Smart City must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Smart City. Such connections to other carriers may be made using either optical or electrical facilities. Smart City 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. Smart City may not self-provision CCXC on any BellSouth distribution frame, P OT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Smart City is responsible for ensuring the integrity of the signal.
- 3.5.2 Smart City shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Smart City-provisioned CCXC shall utilize common cable support structure.
- 3.5.3 To order CCXCs Smart City must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

#### 4. **Occupancy**

- 4.1 BellSouth will notify Smart City in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). Smart City will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. In the event that Smart City fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Smart City. Billing will commence on the Space Ready Date or the date Smart City accepts the space (Space Acceptance Date), whichever is sooner. Smart City 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, Smart City'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, Smart City 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 Smart City's right to occupy the Remote Collocation Space in the event Smart City fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Smart City at its expense shall remove its equipment and other property from the Remote Collocation Space. Smart City shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Smart City's Guests, unless Smart City's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Smart City shall continue payment of monthly fees to BellSouth until such date as Smart City, and if applicable Smart City's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Smart City or Smart City'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 Smart City or Smart City's Guest, in any manner that BellSouth deems fit, at Smart City's expense and with no liability whatsoever for Smart City or Smart City's Guest's property. Upon termination of Smart City's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Smart City shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Smart City except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Smart City'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. Smart City shall be responsible for the cost of removing any 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 BellSouth's UNEs 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 Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's UNEs 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 a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Smart City's failure to comply with this Section.
- 5.1.2.1 All Smart City equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Smart City shall identify to BellSouth whenever Smart City submits a Method of Procedure (MOP) adding equipment to Smart City's Remote Collocation Space all entities that have an interest, secured or otherwise, in the equipment in Smart City's Remote Collocation Space.
- 5.2 Smart City 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 Smart City shall place a plaque or other identification affixed to Smart City's equipment to identify Smart City's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Smart City may elect to place Smart City-owned or Smart City-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Smart City 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. Smart City must contact BellSouth for instructions prior to placing the entrance facility cable. Smart City is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. Smart City may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Smart City'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 Exhibit C will apply. If Smart City 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 will designate the point(s) of demarcation between Smart City's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Smart City or its agent must perform all required maintenance to Smart City equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Smart City's Equipment and Facilities. Smart City, or if required by this Attachment, Smart City'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 Smart City 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. Smart City 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, Smart City shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Smart City 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 Smart City or Smart City's Guests provided with access keys or devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgment forms must be signed by Smart City and returned to BellSouth Access Management within fifteen (15) calendar days of Smart City's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgments are current. Access Keys shall not be duplicated under any circumstances. Smart City agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Smart City's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Smart City 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 Smart City's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Smart City. Smart City must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Smart City desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Smart City may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Smart City 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 Smart City to access the Remote Collocation Space accompanied by a security escort at Smart City's expense. Smart City 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. Smart City 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), Smart City shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Smart City shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; 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 Smart City violates the provisions of this paragraph, BellSouth shall give written notice to Smart City, which notice shall direct Smart City to cure the violation within forty-eight (48) hours of Smart City's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 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 Smart City fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or 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 Smart City's equipment. BellSouth will endeavor, but is not required, to provide notice to Smart City prior to taking such action and shall have no liability to Smart City 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 Smart City fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Smart City or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Smart City 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.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Smart City in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Smart City at any time. Any damage caused to the Remote Collocation Space by Smart City's employees, agents or representatives shall be promptly repaired by Smart City at its expense.
- 5.11.1 If Smart City decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Smart City an Administrative Only Application Fee as set forth in Exhibit C for these charges. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall Smart City or any person acting on behalf of Smart City 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 Smart City. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.



5.13 Upkeep of Remote Collocation Space. Smart City shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Smart City shall be responsible for removing any Smart City debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

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

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

6.2 Initial Application. For Smart City or Smart City's Guest(s) initial equipment placement, Smart City 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 Smart City or Smart City's Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, Smart City 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 Smart City 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 Smart City for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. 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 nonrecurring fee on the date that BellSouth provides an Application Response.

6.4 Availability of Space. Upon submission of an application, BellSouth will permit Smart City 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 Smart City of the amount that is available.

- 6.5 Space 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 Smart City or differently configured, Smart City must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.6 Denial of Application. If BellSouth notifies Smart City that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying Smart City that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Smart City, 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 that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Smart City 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) calendar 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) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business 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, Smart City must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Smart City has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Smart City may refuse such space and notify BellSouth in writing within that time that Smart City wants to maintain its place on the waiting list without accepting such space. Smart City 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 Smart City 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 Smart City from the waiting list. Upon request, BellSouth will advise Smart City 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. In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Smart City to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Smart City submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.11 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Smart City 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 Smart City a full application fee as set forth in Exhibit C. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.

- 6.12.1 Smart City shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Smart City'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 BFFO. BellSouth will acknowledge the receipt of Smart City's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## 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 BFFO 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 BFFO 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 Smart City cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 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 Smart City with the estimated completion date in its Response.
- 7.3 **Joint Planning.** Joint planning between BellSouth and Smart City 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 Smart City 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. Smart City will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Smart City that the Remote Collocation Space is ready for occupancy (Space Ready Date). In the event that Smart City fails to complete an acceptance walk through within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Smart City. BellSouth will correct any deviations to Smart City'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. Smart City shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Smart City and Smart City'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, Smart City must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Smart City with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Smart City'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 Smart City upon successful completion of installation. The BellSouth Certified Supplier shall bill Smart City directly for all work performed for Smart City 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 consider certifying Smart City or any supplier proposed by Smart City. All work performed by or for Smart City 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. Smart City shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Smart City's Remote Collocation Space. Upon request, BellSouth will provide Smart City with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Smart City. 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, Smart City 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 Smart City, such information will be provided to Smart City in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Smart City within one hundred eighty 180 calendar days of BellSouth's written denial of Smart City's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Smart City was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Smart City 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. Smart City 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. BellSouth will bill Smart City an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.
- 7.10 Cancellation. If, at any time prior to space acceptance, Smart City 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. Smart City, 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 in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. Recurring charges begin on the Space Ready Date, or on the date Smart City accepts the space, whichever is first.

- 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 Smart City's current billing cycle and is non-refundable.
- 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 Smart City's equipment. Smart City 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 Smart City's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Smart City'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 Smart City'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 Smart City's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Smart City'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 Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Smart City's option, Smart City 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 Smart City 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 C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Smart City shall pay for such half-hour charges in the event Smart City fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

**9. Insurance**

- 9.1 Smart City shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Smart City 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 Smart City's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Smart City 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 Attachment upon thirty (30) calendar days notice to Smart City 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 Smart City 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 Attachment or until all of Smart City's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Smart City fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Smart City.
- 9.5 Smart City 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. Smart City shall



arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Smart City's insurance company. Smart City 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 Smart City 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 Smart City's net worth exceeds five hundred million dollars (\$500,000,000), Smart City 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. Smart City shall provide audited financial statements to BellSouth thirty (30) calendar 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 Smart City in the event that self-insurance status is not granted to Smart City. If BellSouth approves Smart City for self-insurance, Smart City shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Smart City's corporate officers. The ability to self-insure shall continue so long as Smart City meets all of the requirements of this Section. If Smart City subsequently no longer satisfies this Section, Smart City is required to purchase insurance as indicated by Sections 9.2.1 and Section 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 Attachment upon thirty (30) calendar days' notice to Smart City 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 Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Smart City), 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 Smart City's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Smart City's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Smart City adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Smart City 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 Unless otherwise specified, Smart City will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Smart City employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Smart City 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. Smart City shall not be required to perform this investigation if an affiliated company of Smart City has performed an investigation of the Smart City employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Smart City has performed a pre-employment statewide investigation of criminal history records of the Smart City employee for the states/counties where the Smart City 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 Smart City 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.
- 12.3 Smart City shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Smart City's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Smart City not possessing identification issued by Smart City or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Smart City shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Smart City shall be solely

responsible for ensuring that any Guest of Smart City is in compliance with all subsections of this Section 12.

- 12.4 Smart City shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Smart City shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Smart City personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Smart City chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Smart City may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Smart City shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Smart City shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Smart City employee or agent hired by Smart City within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Smart City 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, Smart City will disclose the nature of the convictions to BellSouth at that time. In the alternative, Smart City may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Smart City employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Smart City shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Smart City shall promptly remove from BellSouth's Remote Site Location any employee of Smart City BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Smart City is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Smart City's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Smart City's Security contact of such interview. Smart City and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Smart City's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Smart City for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Smart City's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Smart City for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Smart City's employees, agents, or suppliers and where Smart City agrees, in good faith, with the results of such investigation. Smart City shall notify BellSouth in writing immediately in the event that the Smart City discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Smart City shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 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 Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Remote Collocation Space**

- 13.1 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 Smart City's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Smart City'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 Smart City, 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. Smart City 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 Vendor. If Smart City's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Smart City. Where allowed and where practical, Smart City may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Smart City shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Smart City's permitted use, until such Remote Collocation Space is fully repaired and restored and Smart City's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Smart City has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Smart City shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the 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 Smart City shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

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

## 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 Smart City agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Smart City shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Smart City should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Smart City to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Smart City will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Smart City when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Smart City space with proper notification. BellSouth reserves the right to stop any Smart City work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Smart City are owned

by Smart City. Smart City 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 Smart City or different hazardous materials used by Smart City at the BellSouth Remote Site Location. Smart City must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Smart City to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Smart City 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 Smart City will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Smart City 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 BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Smart City 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 Remote Site Location.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Smart City 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. Smart City further agrees to cooperate with BellSouth to ensure that Smart City's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Smart City, its employees, agents and/or suppliers.
  - 2.1.1 The most current version of reference documentation must be requested from Smart City'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"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li>   <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li>   <li>• Std T&amp;C 450-B</li> <li>• (Contact ATCC Representative for copy of appropriate E/S M&amp;Ps.)</li>   <li>• Std T&amp;C 660</li> </ul>
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"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li>   <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations  Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li>   <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
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"> <li>• -Procurement Manager (CRES Related Matters)-BST Supply Chain Services</li>   <li>• Fact Sheet Series 17000</li>   <li>• GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</li> </ul>
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"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li>   <li>• Std T&amp;C 660-3</li>   <li>Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
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 BST Building Service Center: FL (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

**THREE-MONTH CLEC REMOTE SITE COLLOCATION FORECAST**

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	City	CLLI	# Bays	# Of 25 Pair Binder Groups At FDI	Entrance Facilities # Of Sheaths & # Of Fibers	Proposed Application Date	NOTES

Note: Forecast information will be used for no other purpose than collocation planning.

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: C		
						Recurring	Nonrecurring		NRC Discn			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
<b>PHYSICAL COLLOCATION</b>																
	Physical Collocation-Application Fee-Initial			CLO	PE1BA	2,597.00			1.01							
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA	2,236.00			1.01							
	Physical Collocation-Administrative Only-Application Fee			CLO	PE1BL	742.00										
	Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ	288.93										
	Physical Collocation-Space Preparation-CO Modification per sq ft			CLO	PE1SK	2.38										
	Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless			CLO	PE1SL	2.96										
	Physical Collocation-Space Preparation-Common Systems Modification per Cage			CLO	PE1SM	92.55										
	Physical Collocation-Cable Installation per Cable			CLO	PE1BD	1,750.00			45.16							
	Physical Collocation-Floor Space per sq ft			CLO	PE1PJ	7.86										
	Physical Collocation-Cable Support Structure			CLO	PE1PM	18.96										
	Physical Collocation-Power, per Fused Amp			CLO	PE1PL	7.80										
	Physical Collocation-Power Reduction, Application Fee			CLO	PE1PR	399.43										
	Physical Collocation-120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38										
	Physical Collocation-240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77										
	Physical Collocation-120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15										
	Physical Collocation-277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30										
	Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UDL,UNCVX,UNLX,UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
	Physical Collocation-4W Cross-Connects			CLO,UAL,UOL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
	Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,U,SL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,U	PE1P1	1.32	27.77	15.52	5.93	4.77						
	Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDD3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
	Physical Collocation-4-Fiber Cross-Connect			CLO,ULDD3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
	Physical Collocation-Welded Wire Cage-First 100 sq ft			CLO	PE1BW	189.45										
	Physical Collocation-Welded Wire Cage-Add'l 50 sq ft			CLO	PE1CW	18.58										
	Physical Collocation-Security System Per CO Per Assignable sq ft			CLO	PE1AY	0.0105										
	Physical Collocation-Security Access System-New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.30									
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
	Physical Collocation-Space Availability Report per premises			CLO	PE1SR		2,159.00									
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL,UNCVX,UNC3X,UNCNX	PE1PE	0.00										
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,USL,UNCVX,UNC3X,UNCNX	PE1PF	0.00										
	POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,U,SL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1	PE1PG	0.00										

COLLOCATION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4				Exhibit: C		
						Recurring	Nonrecurring		NRC Discon			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First									Add'l
	POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,ULDS1,UNLD3,UDL,UDLSX	PE1PH	0.00												
	POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B2	0.00												
	POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B4	0.00												
	Physical Collocation-Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.54											
	NRC Collocation Cable Records-per request			CLO	PE1CR	1,525.00	960.22	267.08										
	NRC Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD	656.50		379.78										
	NRC Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO	9.66	9.66	11.84	11.84									
	NRC Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1	4.52	4.52	5.54	5.54									
	NRC Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3	15.82	15.82	19.40	19.40									
	NRC Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB	169.67	169.67	154.89	154.89									
	Physical Collocation-Security Escort-Basic, Per Quarter Hour			CLO	PE1BQ	10.89												
	Physical Collocation-Security Escort-Overtime, Per Quarter Hour			CLO	PE1OQ	13.64												
	Physical Collocation-Security Escort-Premium, Per Quarter Hour			CLO	PE1PQ	16.40												
	Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT	33.99	21.54											
	Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT	44.27	27.82											
	Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT	54.55	34.10											
	V to P Conversion, Per Customer Request-VG			CLO	PE1BV	33.00												
	V to P Conversion, Per Customer Request-DS0			CLO	PE1B0	33.00												
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00												
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00												
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00												
	V to P Conversion, Per Customer Request per DS0 Circuit			CLO	PE1BP	23.00												
	V to P Conversion, Per Customer Request per DS1 Circuit			CLO	PE1BS	33.00												
	V to P Conversion, Per Customer Request per DS3 Circuit			CLO	PE1BE	37.00												
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00												
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft			CLO,UDF	PE1ES	0.001												
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft			CLO,UE3,USL	PE1DS	0.0014												
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		584.11											
<b>PHYSICAL COLLOCATION</b>																		
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-			UEPSR	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-			UEPSB	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.074	34.53	32.51				11.90						
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.148	34.54	32.53				11.90						
<b>ADJACENT COLLOCATION</b>																		
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.1635												
	Adjacent Collocation-Electrical Facility Charge per Linear ft			CLOAC	PE1JC	5.11												
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62								
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80								
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91								
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15								
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16								
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54								
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,785.00		1.01									

**COLLOCATION - Florida**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: C								
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
									Recurring	Nonrecurring		NRC Discon		OSS Rates(\$)					
	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN								
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38													
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77													
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15													
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30													
	Adjacent Collocation-Cable Support Structure per Entrance Cable			CLOAC	PE1PM	18.96													
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE</b>																			
	Physical Collocation in the Remote Site-Application Fee			CLOAS	PE1RA		617.91		328.81										
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAS	PE1RB	219.49													
	Physical Collocation in the Remote Site-Security Access-Key			CLOAS	PE1RD		26.30												
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLOAS	PE1SR		232.69												
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLOAS	PE1RE		75.41												
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOAS	PE1RR		233.51												
<b>PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT</b>																			
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLOAS	PE1RS		6.27												
	Remote Site-Adjacent Collocation-Real Estate, per sq ft			CLOAS	PE1RT		0.134												
	Remote Site-Adjacent Collocation-Application Fee			CLOAS	PE1RU		755.62	755.62											
<b>NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.</b>																			

# **EXHIBIT 5**

ODUF/ADUF/EODUF/CMDS - Florida											Attachment 1	Exhibit A	Page 2		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Recurring	Nonrecurring		NRC Discon						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ODUF/ADUF/OEUDF/CMDS</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message														
					N/A	0.014391									
	ADUF: Data Transmission (CONNECT:DIRECT), per message														
					N/A	0.00012973									
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message														
					N/A	0.0000071									
	ODUF: Message Processing, per message														
					N/A	0.006835									
	ODUF: Message Processing, per Magnetic Tape provisioned														
					N/A	48.96									
	ODUF: Data Transmission (CONNECT:DIRECT), per message														
					N/A	0.00010811									
	<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>														
	CMDS: Message Processing, per message														
					N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message														
					N/A	0.001									
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>														
	EODUF: Message Processing, per message														
					N/A	0.229109									

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.



# **EXHIBIT 6**

ODUF/ADUF/EODUF/CMDS - Florida										Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Recurring	Nonrecurring		NRC Discon						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>ODUF/ADUF/EODUF/CMDS</b>															
	<b>ACCESS DAILY USAGE FILE (ADUF)</b>														
	ADUF: Message Processing, per message														
	ADUF: Data Transmission (CONNECT:DIRECT), per message														
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>														
	ODUF: Recording, per message														
	ODUF: Message Processing, per message														
	ODUF: Message Processing, per Magnetic Tape provisioned														
	ODUF: Data Transmission (CONNECT:DIRECT), per message														
	<b>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</b>														
	CMDS: Message Processing, per message														
	CMDS: Data Transmission (CONNECT:DIRECT), per message														
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>														
	EODUF: Message Processing, per message														
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															