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April 4, 2007

ORIGINAL

070274-TP

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RECEIVED
07 APR 17 PM 8
COMMISSION
CLERK

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between AT&T Florida f/k/a BellSouth Telecommunications, Inc. ("BellSouth") and Neutral Tandem-Florida and Neutral Tandem Georgia, LLC

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of AT&T Florida f/k/a BellSouth Telecommunications, Inc. Amendment to Interconnection, unbundling, resale and collocation Agreement with Neutral Tandem-Florida and Neutral Tandem Georgia, LLC

The underlying agreement was filed on February 2, 2005 in docket 050097-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

Jerry D. Hendrix/RN
Regulatory Vice President

DOCUMENT NUMBER-DATE

03271 APR 17 07

FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Neutral Tandem-Florida and Neutral Tandem-Georgia, LLC
and
BellSouth Telecommunications, Inc.
Dated February 25, 2005**

Pursuant to this Amendment, (the "Amendment"), Neutral Tandem-Florida, LLC; Neutral Tandem-Georgia, LLC; Neutral Tandem-South Carolina, LLC and Neutral Tandem-Tennessee, LLC Collectively (Neutral Tandem), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 25, 2005 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Neutral Tandem entered into the Agreement on February 25, 2005, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to replace the initial Section in the General Terms and Conditions with the following language:

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Neutral Tandem-Alabama, LLC; Neutral Tandem-Florida, LLC; Neutral Tandem-Georgia, LLC; Neutral Tandem-South Carolina, LLC and Neutral Tandem-Tennessee, LLC Collectively (Neutral Tandem), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Neutral Tandem or both as a "Party" or "Parties."

2. Delete Attachment 4, Collocation, in its entirety and replace with Attachment 4 - Collocation reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. Add the rates for Alabama contained in Exhibit 2, attached hereto and by reference incorporated into this Amendment, to Attachment 1 - Resale Discounts & Rates.
4. Add the rates for Alabama contained in Exhibit 3, attached hereto and by reference incorporated into this Amendment, to Attachment 2, Network Elements and Other Services Rates.

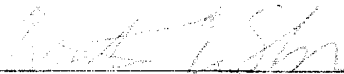
5. Add the rates for Alabama contained in Exhibit 4, attached hereto and by reference incorporated into this Amendment, to Attachment 3, Network Interconnection Rates.
6. Add the rates for Alabama contained in Exhibit 5, attached hereto and by reference incorporated into this Amendment, to Attachment 4, Collocation Rates.
7. All of the other provisions of the Agreement, dated February 25, 2005, shall remain in full force and effect.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.


Signature Page

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

BellSouth Telecommunications, Inc.

**Neutral Tandem-Alabama, LLC,
Neutral Tandem-Florida, LLC,
Neutral Tandem-Georgia, LLC,
Neutral Tandem-South Carolina, LLC
and Neutral Tandem-Tennessee, LLC**

By: 

By: 

Name: Kristen E. Shore

Name: DAVID TATAK

Title: Director

Title: VP BILLING & REVENUE SUP.

Date: 3/27/07

Date: 3/27/07

Attachment 4
BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Neutral Tandem is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth 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 Neutral Tandem that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Neutral Tandem’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for Neutral Tandem. Neutral Tandem agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for Neutral Tandem. 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, is unable to secure such access and use rights for Neutral Tandem, Neutral Tandem shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Neutral Tandem in obtaining such permission.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to Neutral Tandem collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory 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 Neutral Tandem to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Neutral Tandem and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

- 1.2.2.1 In all states other than Florida, the size specified by Neutral Tandem may contemplate a request for space sufficient to accommodate Neutral Tandem's growth within a twenty-four (24) month period.
- 1.2.2.2 In the state of Florida, the size specified by Neutral Tandem may contemplate a request for space sufficient to accommodate Neutral Tandem's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign Neutral Tandem Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Neutral Tandem's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Neutral Tandem's cost or materially delay Neutral Tandem's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Neutral Tandem wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
- 1.4.1 Neutral Tandem shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Neutral Tandem has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Neutral Tandem's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.2 The responsibilities of Neutral Tandem shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and

(4) entering into a transfer agreement with BellSouth and Neutral Tandem.

1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

1.5 Space Reclamation

1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Neutral Tandem will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and Neutral Tandem cannot demonstrate that Neutral Tandem will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Neutral Tandem requesting that Neutral Tandem release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in Neutral Tandem's collocation arrangement is not being utilized.

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

1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or Neutral Tandem's refusal to return requested Collocation Space should be resolved by BellSouth and Neutral Tandem pursuant to the dispute resolution language contained in the General Terms and Conditions.

1.6 Use of Space. Neutral Tandem may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Neutral Tandem may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Neutral Tandem's employees or certified

suppliers.

- 1.7 Rates and Charges. Neutral Tandem agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 Optional Reports

- 2.1 Space Availability Report. Upon request from Neutral Tandem and at Neutral Tandem's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Neutral Tandem.
- 2.1.1 The request from Neutral Tandem for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. 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 BellSouth Premises within ten (10) days of the receipt of such request.
- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide Neutral Tandem 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 within thirty (30) days of a Neutral Tandem 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; and (ii) the information will only be provided for each serving wire center designated by Neutral Tandem, up to a maximum of thirty (30) wire centers per Neutral Tandem request per month per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow Neutral Tandem to collocate Neutral Tandem's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Neutral Tandem to have direct access to Neutral Tandem's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where Neutral Tandem's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Neutral Tandem must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Neutral Tandem's option and expense, Neutral Tandem will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Neutral Tandem and Neutral Tandem's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Neutral Tandem's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Neutral Tandem's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Neutral Tandem's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses.

Neutral Tandem's BellSouth Certified Supplier shall bill Neutral Tandem directly for all work performed for Neutral Tandem. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Neutral Tandem's BellSouth Certified Supplier. Neutral Tandem must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Neutral Tandem's locked enclosure prior to notifying Neutral Tandem at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Neutral Tandem's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Neutral Tandem.

- 3.2.2 In the event Neutral Tandem's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Neutral Tandem's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Neutral Tandem of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Neutral Tandem's Initial Application. If Neutral Tandem's Initial Application does not indicate its desire to construct its own enclosure and Neutral Tandem subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Neutral Tandem will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Neutral Tandem subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Neutral Tandem will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review Neutral Tandem's plans and specifications, then BellSouth will provide notification to Neutral Tandem within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Neutral Tandem's plans and specifications. Regardless of whether or not BellSouth elects to review Neutral Tandem's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Neutral Tandem's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Neutral Tandem's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Neutral Tandem's caged Collocation Space, BellSouth shall require Neutral Tandem, at Neutral Tandem's expense, to remove or correct any structure that does not meet Neutral Tandem's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

- 3.3.1 Neutral Tandem may allow other telecommunications carriers to share Neutral

Tandem's caged Collocation Space, pursuant to the terms and conditions agreed to by Neutral Tandem (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Neutral Tandem. BellSouth shall be notified in writing by Neutral Tandem upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Neutral Tandem 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 Neutral Tandem. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Neutral Tandem.

- 3.3.2 Neutral Tandem, 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 Neutral Tandem with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Neutral Tandem shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.
- 3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.4 Neutral Tandem 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 Neutral Tandem's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation
- 3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an

adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Neutral Tandem or Neutral Tandem's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Neutral Tandem shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

3.4.2 If Neutral Tandem requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Neutral Tandem must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Neutral Tandem and Neutral Tandem's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Neutral Tandem's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Neutral Tandem's BellSouth Certified Supplier shall bill Neutral Tandem directly for all work performed for Neutral Tandem to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay such charges imposed by Neutral Tandem's BellSouth Certified Supplier. Neutral Tandem must provide the local BellSouth contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Neutral Tandem's locked enclosure prior to notifying Neutral Tandem at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.3 Neutral Tandem must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Neutral Tandem's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Neutral Tandem's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Neutral Tandem for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Neutral Tandem's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Neutral Tandem's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Neutral Tandem's Adjacent Arrangement, BellSouth shall require Neutral Tandem, at Neutral Tandem's expense, to remove or correct any structure that does not meet its submitted plans

and specifications or BellSouth's specifications, as applicable.

- 3.4.4 Neutral Tandem shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Neutral Tandem's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama, at Neutral Tandem's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Neutral Tandem will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Neutral Tandem's BellSouth Certified Supplier shall be responsible, at Neutral Tandem's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

- 3.5.1 BellSouth will permit Neutral Tandem to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). Neutral Tandem shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Neutral Tandem. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Neutral Tandem to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Neutral Tandem's physical/virtual Collocation Spaces are contiguous in the central office, Neutral Tandem will have the option of using Neutral Tandem's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Neutral Tandem will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Neutral Tandem may not self-provision a Direct Connect on any BellSouth distribution frame, Point of

Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Neutral Tandem is solely responsible for ensuring the integrity of the signal.

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

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between Neutral Tandem and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Neutral Tandem to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to Neutral Tandem upon Neutral Tandem's request for the CCXC. Neutral Tandem is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 Neutral Tandem must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Neutral Tandem. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Neutral Tandem shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Neutral Tandem to provision the CCXC to the other collocated telecommunications carrier. In those instances where Neutral Tandem's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Neutral Tandem may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Neutral Tandem shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated

telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Neutral Tandem shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Neutral Tandem is solely responsible for ensuring the integrity of the signal.

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

4 Occupancy

- 4.1 Space Ready Notification. BellSouth will notify Neutral Tandem in writing when the Collocation Space is ready for occupancy (Space Ready Date).

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

- 4.3 Early Space Acceptance. If Neutral Tandem decides to occupy the Collocation Space prior to the Space Ready Date, the date Neutral Tandem executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

- 4.4 Equipment Installation. Neutral Tandem shall notify BellSouth in writing that its collocation equipment installation is complete. Neutral Tandem's collocation equipment installation is complete when Neutral Tandem's equipment is connected to BellSouth's network for the purpose of provisioning

Telecommunication Services to Neutral Tandem’s customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from Neutral Tandem.

4.5 Termination of Occupancy.

4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Neutral Tandem may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth’s acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Neutral Tandem and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Neutral Tandem signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth’s subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Neutral Tandem jointly conduct an inspection, confirming that Neutral Tandem has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

4.5.2 Upon termination of occupancy, Neutral Tandem, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Neutral Tandem from the Collocation Space. Neutral Tandem shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Neutral Tandem’s Guest(s), unless Neutral Tandem’s Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)’s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Neutral Tandem’s Termination Date.

4.5.3 Neutral Tandem shall continue the payment of all monthly recurring charges to BellSouth until the date Neutral Tandem, and if applicable Neutral Tandem’s Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Neutral Tandem or Neutral Tandem’s Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Neutral Tandem or Neutral Tandem’s Guest(s), in any manner that BellSouth deems fit, at Neutral Tandem’s expense and with no liability whatsoever for Neutral Tandem’s property or Neutral Tandem’s Guest(s) property.

4.5.4 Upon termination of Neutral Tandem’s right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth’s central office space

inventory. Neutral Tandem shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Neutral Tandem, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Neutral Tandem's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Neutral Tandem shall be responsible for the cost of removing any Neutral Tandem constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable

FCC rules relating to denial of collocation equipment based on Neutral Tandem's failure to comply with this Section.

- 5.1.3.1 To the extent Neutral Tandem wishes to place equipment in its collocation that does not meet the standards set forth in 5.1.3, Neutral Tandem may request in writing, pursuant to the Notices section of the General Terms & Conditions, a waiver to such standards. BellSouth may provide a waiver in its sole discretion.
- 5.1.4 At a Remote Site, all Neutral Tandem 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.
- 5.2 Terminations. Neutral Tandem shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Neutral Tandem, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Neutral Tandem submits an application for terminations that will exceed the total capacity of the collocated equipment, Neutral Tandem will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Neutral Tandem will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Neutral Tandem shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. Neutral Tandem shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Neutral Tandem's

equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Neutral Tandem's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.6 Entrance Facilities.

5.6.1 Neutral Tandem may elect to place Neutral Tandem-owned or Neutral Tandem leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, Neutral Tandem will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Neutral Tandem will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Neutral Tandem's equipment in Neutral Tandem's Collocation Space. In the event Neutral Tandem utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals Neutral Tandem will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by BellSouth. Neutral Tandem must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Neutral Tandem is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Neutral Tandem's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

5.6.2 Central Office Microwave Transmission Facilities. At Neutral Tandem's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit Neutral Tandem to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Neutral Tandem demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Neutral Tandem's Collocation Space is located. In Florida, Neutral Tandem must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.

- 5.7 Dual Entrance Facilities at a Central Office. BellSouth will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by Neutral Tandem for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Neutral Tandem with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Neutral Tandem's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Neutral Tandem in the Application Response.
- 5.8 Shared Use
- 5.8.1 Neutral Tandem may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Neutral Tandem's Collocation Space within the same BellSouth Premises.
- 5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Neutral Tandem must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Neutral Tandem-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Neutral Tandem desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Neutral Tandem authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Neutral Tandem's entrance facility.
- 5.9 Demarcation Point
- 5.9.1 In Tennessee, if Neutral Tandem elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 5.9.2 BellSouth will designate the point(s) of demarcation between Neutral Tandem's equipment and/or network facilities and BellSouth's network facilities. For 2-wire and 4-wire connections, the demarcation point shall be a common block on the BellSouth designated conventional distribution frame. Neutral Tandem shall be responsible for providing the common block and cabling and Neutral Tandem's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling

identified in Section 7 below. For DS1, DS3, STS1, and optical terminations, BellSouth shall designate, provide, and install demarcation point hardware on a per arrangement basis. Neutral Tandem shall be responsible for providing, and Neutral Tandem's BellSouth Certified Supplier shall be responsible for installing any necessary cabling and properly labeling/stenciling the demarcation point hardware for terminations identified in Section 7 below.

- 5.9.3 Neutral Tandem or its agent must install, maintain and operate the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.10 Equipment and Facilities. Neutral Tandem, or if required by this Attachment, Neutral Tandem's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by Neutral Tandem, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Neutral Tandem and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 BellSouth's Access to Collocation Space
- 5.11.1 From time to time, BellSouth may require access to Neutral Tandem's Collocation Space. BellSouth retains the right to access Neutral Tandem's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Neutral Tandem at least forty-eight (48) hours before access to Neutral Tandem's Collocation Space is required. Neutral Tandem may elect to be present whenever BellSouth performs work in the Neutral Tandem's Collocation Space. The Parties agree that Neutral Tandem will not bear any of the expense associated with this type of work.
- 5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.
- 5.11.3 Neutral Tandem must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 Neutral Tandem's Access
- 5.12.1 Pursuant to Section 12 below, Neutral Tandem shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Neutral Tandem agrees to provide the name, date of birth and either the social security number or

driver's license number of each employee, supplier or agent of Neutral Tandem or Neutral Tandem's Guest(s) with Neutral Tandem's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Neutral Tandem and returned to BellSouth Access Management within fifteen (15) days of Neutral Tandem's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. Neutral Tandem agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Neutral Tandem's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with Neutral Tandem ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Neutral Tandem shall pay all applicable charges associated with lost or stolen Access Devices.

5.12.2 Neutral Tandem must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Neutral Tandem desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Neutral Tandem may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Neutral Tandem desires access to its designated Collocation Space after the first accompanied free visit and Neutral Tandem's access request form(s) has not been approved by BellSouth or Neutral Tandem has not yet submitted an access request form to BellSouth, Neutral Tandem shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Neutral Tandem's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Neutral Tandem must request that escorted access be provided by BellSouth to Neutral Tandem's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Neutral Tandem or its approved agent or supplier requires access to the entrance manhole.

5.13 Lost or Stolen Access Devices. Neutral Tandem shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Neutral Tandem's employees, suppliers, agents or Guest(s) to return an Access Device(s),

Neutral Tandem shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

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

5.14.2 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 Neutral Tandem fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Neutral Tandem's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Neutral Tandem prior to the taking of such action and BellSouth shall have no liability to Neutral Tandem for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Neutral Tandem fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible,

BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Neutral Tandem or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Neutral Tandem is significantly degrading the performance of other advanced services or traditional voice band services, Neutral Tandem shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by Neutral Tandem 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 Neutral Tandem at any time. Any damage caused to the Collocation Space by Neutral Tandem's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Neutral Tandem at its sole expense. If Neutral Tandem decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Neutral Tandem's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Neutral Tandem the Administrative Only Application Fee associated with the type of removal activity performed by Neutral Tandem, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to Neutral Tandem.
- 5.16 Alterations. Under no condition shall Neutral Tandem or any person acting on behalf of Neutral Tandem make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Neutral Tandem. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides Neutral Tandem with an Application Response.
- 5.17 Central Office Janitorial Service. Neutral Tandem shall be responsible for the general upkeep of its Collocation Space. Neutral Tandem shall arrange directly

with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

- 5.18 Upkeep of Remote Collocation Space. Neutral Tandem shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Neutral Tandem shall be responsible for removing any of Neutral Tandem's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6 Ordering and Preparation of Collocation Space

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

- 6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

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

- 6.2.1 Subsequent Application Fees. The application fee paid by Neutral Tandem for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction

work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, the addition, exchange or removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth which require no additional space, power or terminations to be provided to Neutral Tandem's collocation arrangement), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Neutral Tandem submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when Neutral Tandem submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Neutral Tandem's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Neutral Tandem with an Application Response.

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

6.4 Space Availability Notification

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

- 6.4.2 If the amount of space requested is not available, BellSouth will notify Neutral Tandem of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Neutral Tandem or space that is configured differently, no application fee will apply. If Neutral Tandem decides to accept the available space, Neutral Tandem must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Neutral Tandem resubmits its application to accept the available space, BellSouth will bill Neutral Tandem the appropriate application fee.
- 6.5 Denial of Application. If BellSouth notifies Neutral Tandem that no space is available (Denial of Application), BellSouth will not assess an application fee to Neutral Tandem. After notifying Neutral Tandem that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Neutral Tandem, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Neutral Tandem to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail

when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

- 6.7.3 When physical Collocation Space becomes available, Neutral Tandem must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Neutral Tandem has originally requested caged Collocation Space and cageless Collocation Space becomes available, Neutral Tandem may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Neutral Tandem wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.4 Neutral Tandem may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Neutral Tandem does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Neutral Tandem from the waiting list. Upon request, BellSouth will advise Neutral Tandem as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Neutral Tandem to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Neutral Tandem to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When Neutral Tandem submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after BellSouth has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Neutral Tandem or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Neutral Tandem the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.
- 6.11 Bona Fide Firm Order
- 6.11.1 Neutral Tandem shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Neutral Tandem's Bona Fide application or Neutral Tandem's application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Neutral Tandem's BFFO. BellSouth will acknowledge the receipt of Neutral Tandem's BFFO within seven (7) days of receipt, so that Neutral Tandem will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.
- 7 Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as

possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Neutral Tandem. If additional space has been requested by Neutral Tandem, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Neutral Tandem cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When Neutral Tandem adds equipment, that was originally included on Neutral Tandem's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 For Central Offices in the states of Alabama, Georgia and South Carolina, BellSouth will provide the reduced intervals outlined below to Neutral Tandem, when Neutral Tandem requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and

will result in the assessment of the appropriate application fee associated with the type of Augment requested by Neutral Tandem. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Neutral Tandem.

- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.
- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.

- 7.1.4.6 If Neutral Tandem submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If Neutral Tandem submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If Neutral Tandem submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Neutral Tandem and BellSouth. If Neutral Tandem and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for Neutral Tandem's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Neutral Tandem requests multiple items from different Augment categories, BellSouth will bill Neutral Tandem the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Neutral Tandem at the time BellSouth provides Neutral Tandem with the Application Response. Neutral Tandem will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Neutral Tandem will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to Neutral Tandem prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which Neutral Tandem has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to Neutral Tandem prior to the Provisioning Interval for those BellSouth Premises in which Neutral Tandem has physical Collocation Space with a POT bay provided by Neutral Tandem or virtual Collocation Space, until Neutral Tandem has provided BellSouth with the following information:
- 7.4.1.1 For physical Central Office Collocation Space with a Neutral Tandem-provided POT bay, Neutral Tandem shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, Neutral Tandem shall provide BellSouth with a complete layout of Neutral Tandem's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Neutral Tandem's BellSouth Certified Supplier.
- 7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from Neutral Tandem. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.3 BellSouth will bill Neutral Tandem a nonrecurring charge, as set forth in Exhibit B, each time Neutral Tandem requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to Neutral Tandem.
- 7.5 Use of BellSouth Certified Supplier. Neutral Tandem shall select a supplier

which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Neutral Tandem, if a BellSouth Certified Supplier or Neutral Tandem's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Neutral Tandem must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Neutral Tandem with a list of BellSouth Certified Suppliers, upon request. Neutral Tandem, if a BellSouth Certified Supplier, or Neutral Tandem's BellSouth Certified Supplier(s) shall be responsible for installing Neutral Tandem's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Neutral Tandem upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Neutral Tandem, the BellSouth Certified Supplier shall bill Neutral Tandem directly for all work performed for Neutral Tandem pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by Neutral Tandem's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Neutral Tandem or any supplier proposed by Neutral Tandem and will not unreasonably withhold certification. All work performed by or for Neutral Tandem shall conform to generally accepted industry standards.

7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Neutral Tandem shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Neutral Tandem's Collocation Space. Upon request, BellSouth will provide Neutral Tandem with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Neutral Tandem. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Neutral Tandem may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Central Office requested by Neutral Tandem, such information will be provided to Neutral Tandem in BellSouth's written denial of physical Collocation Space. Neutral Tandem must arrange with a BellSouth Certified Supplier for the

relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.

7.8 Virtual to Physical Conversion (In-Place)

7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Neutral Tandem an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Neutral Tandem.

7.8.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Neutral Tandem cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Neutral Tandem cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Neutral Tandem will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Neutral Tandem up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Neutral Tandem cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Neutral Tandem for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

7.10 Licenses. Neutral Tandem, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency,

entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8 Rates and Charges

8.1 Rates. Neutral Tandem agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.1.1 In Tennessee, if Neutral Tandem elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.

8.1.2 Should Neutral Tandem elect to transition to the TRA Option after the execution of this Agreement, Neutral Tandem shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.

8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Neutral Tandem or on Neutral Tandem's next scheduled monthly billing statement.

8.3 Recurring Charges

8.3.1 If Neutral Tandem has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Neutral Tandem fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Neutral Tandem occupies the space prior to the Space Ready Date, the date Neutral Tandem occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Neutral Tandem's next billing cycle and will include any prorated charges for the period from Neutral Tandem's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3.2 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Neutral Tandem on Neutral Tandem's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.

- 8.3.3 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Neutral Tandem collocation arrangement, to verify that the total number of fused amps of power capacity installed by Neutral Tandem's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Neutral Tandem on Neutral Tandem's Initial Application and all Subsequent Applications. If BellSouth determines that Neutral Tandem's BellSouth Certified Supplier has installed more DC capacity than Neutral Tandem requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Neutral Tandem in writing of such discrepancy and shall assess Neutral Tandem for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Neutral Tandem's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Neutral Tandem or on Neutral Tandem's next scheduled monthly billing statement, if Neutral Tandem's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of Neutral Tandem's BFFO or on Neutral Tandem's next scheduled monthly billing statement.
- 8.5 In some cases, Commissions have ordered BellSouth to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by BellSouth, regardless of whether or not a disconnect order is issued by Neutral Tandem. Disconnect charges are set forth in Exhibit B of this Attachment.
- 8.6 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Neutral Tandem shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Neutral Tandem's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for

caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

- 8.7 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Neutral Tandem's Collocation Space for the operation of Neutral Tandem's equipment. For caged physical Collocation Space, Neutral Tandem shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Neutral Tandem 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Neutral Tandem's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Neutral Tandem shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Neutral Tandem's equipment. Neutral Tandem shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.
- 8.9 Power
- 8.9.1 In a Central Office BellSouth shall make available -48V DC power for Neutral Tandem's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, Neutral Tandem's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Neutral Tandem's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Neutral Tandem on Neutral Tandem's Initial Application and any Subsequent Applications. Neutral Tandem is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Neutral Tandem's Collocation Space. The BellSouth Certified Supplier contracted by Neutral Tandem must provide BellSouth with a copy of the engineering power specifications prior to the

day on which Neutral Tandem's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Neutral Tandem's Collocation Space. Neutral Tandem shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Neutral Tandem's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Neutral Tandem's Collocation Space, power cable feeds and terminations of the power cabling. Neutral Tandem and Neutral Tandem's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.9.1.1 At a Remote Site, BellSouth shall make available -48V DC power for Neutral Tandem's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for Neutral Tandem's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.9.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, BellSouth will permit Neutral Tandem to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Neutral Tandem may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.9.3 BellSouth will revise Neutral Tandem's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Neutral Tandem submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Neutral Tandem's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Neutral Tandem's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Neutral Tandem's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.9.4 BellSouth will revise Neutral Tandem's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Neutral Tandem, certifying the completion of the power reduction work, including the removal of

any associated power cabling by Neutral Tandem's BellSouth Certified Supplier. Notwithstanding the foregoing, if Neutral Tandem's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Neutral Tandem's BellSouth Certified Supplier and Neutral Tandem shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

8.9.5 If Neutral Tandem requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, Neutral Tandem must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Neutral Tandem's Subsequent Application.

8.9.5.1 In Central Offices in Alabama, if Neutral Tandem has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Neutral Tandem must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Neutral Tandem will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.

8.9.6 If Neutral Tandem elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Neutral Tandem's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Neutral Tandem's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Neutral Tandem's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Neutral Tandem's option, Neutral Tandem may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.9.7 Neutral Tandem shall contract with a BellSouth Certified Supplier to perform the

installation and removal of dedicated power cable support structure within Neutral Tandem's arrangement and terminations of cable within the Collocation Space.

- 8.9.8 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

For power provisioned from a BDFB. The number of fused amps requested by Neutral Tandem on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

- 8.9.9 Florida Power Usage Option

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

- 8.9.9.2 BellSouth, at any time and at its own expense, shall have the right to verify the

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

- 8.9.9.3 BellSouth shall assess Neutral Tandem a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Neutral Tandem shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Neutral Tandem. The requested change in DC power usage will be reflected in Neutral Tandem's next scheduled monthly billing cycle.
- 8.9.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Neutral Tandem may request that DC power provisioned by BellSouth to Neutral Tandem's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, Neutral Tandem accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.9.11 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, Neutral Tandem may request that DC power provisioned by BellSouth to Neutral Tandem's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No. 14361-U ("Order"). BellSouth will assess Neutral Tandem for -48V DC power using the actual number of load Amps measured. The power circuits may be fed from either a BellSouth BDFB or Neutral Tandem's BDFB. These recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3.
- 8.9.11.1 Upon Neutral Tandem's election of the power metering option Neutral Tandem will convert existing caged collocation arrangements to the power metering rate structure. The recurring power charges that are contained Exhibit B of this Attachment will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Neutral Tandem to convert an existing caged collocation arrangement to the metered power rates.

- 8.9.11.2 Pursuant to the Order, Neutral Tandem shall provide a Fluke Model 189 AC/DC multimeter and Fluke Model i410 clamp-on ammeter probe for each central office where they have requested metered power. One copy of the FlukeView software must also be provided for each Fluke 189 multimeter, and each copy must comply with Fluke copyrights.
- 8.9.11.3 Neutral Tandem may, at its sole cost and expense, install its own meters on its BDFB(s) located in its own caged Collocation Space(s) and notify BellSouth of the option of using such meters for the purposes of measuring Neutral Tandem's actual power usage. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed on Neutral Tandem's own BDFB(s) or via the aforementioned Fluke 189 multimeter equipped with a Fluke i410 clamp-on ammeter probe.
- 8.9.11.4 BellSouth, at its sole option and at its own cost, may choose to purchase, install, and use its own ammeter measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the DC power usage billing.
- 8.9.11.5 BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, to measure the actual power usage being drawn by Neutral Tandem's collocation equipment on both the A and B power feeds. The charge will be the sum of both the A and B power feeds and will be based upon either an instantaneous reading or busy hour average current reading, depending on the capabilities of the ammeter measurement device.
- 8.9.11.6 If BellSouth, or its BellSouth Certified Supplier, requires access to Neutral Tandem's caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide Neutral Tandem with a minimum of forty-eight (48) hours (two business days) notice that access is required. Neutral Tandem shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Neutral Tandem's caged Collocation Space(s). Once the date and time of access to Neutral Tandem's caged Collocation Space(s) has been agreed upon, Neutral Tandem and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. Once a mutually agreed upon date and time are established and Neutral Tandem does not provide minimum of three (3) hours notice, BellSouth's Certified Supplier will only remain at the site for thirty (30) minutes. After thirty (30) minutes the appointment will be considered missed by Neutral Tandem.
- 8.9.11.7 If Neutral Tandem fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Neutral Tandem shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must

be rescheduled to measure Neutral Tandem's power usage for such caged Collocation Space(s). Neutral Tandem and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

- 8.9.11.8 For each new caged collocation arrangement, Neutral Tandem shall indicate on Neutral Tandem's Initial Application that they are electing to have metered power. For each location that Neutral Tandem wishes to convert to metered power Neutral Tandem will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

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

- 8.9.11.9 BellSouth will bill Neutral Tandem a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by Neutral Tandem converting its caged collocation arrangements to the metered power rates. BellSouth shall then arrange for the measurement of Neutral Tandem's actual power usage on each power feed (each A and B power feed) once each quarter at each of Neutral Tandem's caged collocation arrangements for which Neutral Tandem has submitted an Initial or Subsequent Application electing metered power.

- 8.9.11.10 Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess Neutral Tandem for power usage for the following quarter based upon Neutral Tandem's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the rate for Load Amps either with a BellSouth BDFB or with Neutral Tandem BDFB as set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring power usage charge that will be billed to Neutral Tandem for the following three (3) months or until the next power usage measurement is taken, whichever is later.

- 8.9.11.11 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Neutral Tandem requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Neutral Tandem will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this

Attachment. If BellSouth requests a power usage reading be taken in this instance, then Neutral Tandem will not be charged the “Additional Meter Reading Trip Charge” for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Neutral Tandem’s AC usage charge for the next three (3) months.

- 8.9.11.12 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Neutral Tandem’s BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties agree to perform a joint investigation. If Neutral Tandem’s BDFB meter is found to be in error, then Neutral Tandem agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust Neutral Tandem’s billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.9.11.13 When Neutral Tandem submits the appropriate Initial or Subsequent Application for a specific caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of Neutral Tandem to submit a BFFO. After BellSouth receives the BFFO from Neutral Tandem, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 above and Neutral Tandem will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect Neutral Tandem’s conversion to the metered power rates (which will be considered the “Space Ready Date” for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the metered power rates).
- 8.9.11.14 BellSouth will not permit Neutral Tandem to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect metered power and there are no other changes requested, billing for the recurring charges associated with metered power will begin upon the Space Ready Date. If Neutral Tandem occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Neutral Tandem occupies the space will be deemed the new Space Acceptance Date and billing for metered power will begin on that date. When Neutral Tandem moves to

metered power the number of fused amps of DC Power requested by Neutral Tandem on its Initial or Subsequent Application will be used for calculating the number of amps to be billed until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Neutral Tandem's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust Neutral Tandem's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.

- 8.9.11.15 Neutral Tandem agrees to submit a Subsequent Application to notify BellSouth when Neutral Tandem has removed or installed telecommunications equipment in Neutral Tandem's physical Collocation Space to ensure that Neutral Tandem's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Neutral Tandem's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.9.11.16 BellSouth will bill Neutral Tandem a monthly recurring charge per caged Collocation Space for each arrangement that Neutral Tandem has converted to metered power or for new caged Collocation Spaces under the election of metered power. This "Meter Reading" monthly recurring rate element will be assessed per circuit for each circuit read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B.
- 8.9.12 In Alabama, Neutral Tandem has the option to purchase power directly from an electric utility company. Under such option, Neutral Tandem is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Neutral Tandem. Neutral Tandem's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Neutral Tandem currently has power supplied by BellSouth, Neutral Tandem may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Neutral Tandem in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.9.13 In South Carolina, Neutral Tandem has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, Neutral Tandem is responsible for contracting with the electric utility company for its own power

feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Neutral Tandem. Neutral Tandem's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these codes. Neutral Tandem must submit an application to BellSouth for the appropriate amount of Collocation Space that Neutral Tandem requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Neutral Tandem's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Neutral Tandem shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Neutral Tandem would have the option to order its power needs directly from BellSouth.

- 8.10 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Neutral Tandem's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Neutral Tandem in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Neutral Tandem's BFFO, in all BellSouth states. All charges will be assessed the rates set forth in Exhibit B.
- 8.12 Security Escort. After Neutral Tandem has used its one (1) accompanied site

visit, pursuant to Section 5.12.1 above, and prior to Neutral Tandem's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when Neutral Tandem's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Neutral Tandem shall pay for such half-hour charges in the event Neutral Tandem's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

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

9 Insurance

- 9.1 Neutral Tandem shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A.
- 9.2 Neutral Tandem shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). 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) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Neutral Tandem's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 Neutral Tandem may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Neutral Tandem, 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 Neutral Tandem shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All

insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of Neutral Tandem's property has been removed from BellSouth's Premises, whichever period is longer. If Neutral Tandem fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Neutral Tandem.

- 9.5 Neutral Tandem shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Neutral Tandem shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Neutral Tandem's insurance company. Neutral Tandem shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn: Risk Management Office – Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, GA 30375

- 9.6 Neutral Tandem 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 Neutral Tandem's net worth exceeds five hundred million dollars (\$500,000,000), Neutral Tandem may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Neutral Tandem shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Neutral Tandem in the event that self-insurance status is not granted to Neutral Tandem. If BellSouth approves Neutral Tandem for self-insurance, Neutral Tandem shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Neutral Tandem's corporate officers. The ability to self-insure shall continue so long as Neutral Tandem meets all of the requirements of this Section. If Neutral Tandem subsequently no longer satisfies the requirements of this Section, Neutral Tandem is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Neutral Tandem to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10 Mechanics Lien

10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Neutral Tandem), 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 Neutral Tandem's equipment and facilities in Neutral Tandem's Collocation Space(s) prior to the activation of facilities and/or services between Neutral Tandem's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Neutral Tandem adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Neutral Tandem with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12 Security and Safety Requirements

12.1 Unless otherwise specified, Neutral Tandem will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Neutral Tandem employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the Neutral Tandem employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Neutral Tandem shall not be required to perform this investigation if an affiliated company of Neutral Tandem has performed an investigation of the Neutral Tandem employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Neutral Tandem has performed a pre-employment statewide investigation of criminal history records of the Neutral Tandem employee for the states/counties where the Neutral Tandem employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 Neutral Tandem will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site,

www.interconnection.bellsouth.com/guides.

- 12.3 Neutral Tandem shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Neutral Tandem's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Neutral Tandem's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Neutral Tandem not possessing identification issued by Neutral Tandem or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Neutral Tandem shall hold BellSouth harmless for any damages resulting from such removal of Neutral Tandem's personnel from a BellSouth Premises. Neutral Tandem shall be solely responsible for ensuring that any Guest(s) of Neutral Tandem is in compliance with all subsections of this Section.
- 12.4 Neutral Tandem shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Neutral Tandem shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of Neutral Tandem's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Neutral Tandem chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Neutral Tandem 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 Neutral Tandem 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 Neutral Tandem shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Neutral Tandem employee or agent hired by Neutral Tandem within the last five (5) years, who requires access to a BellSouth Premises to perform work in Neutral Tandem Collocation Space(s), Neutral Tandem shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Neutral Tandem will disclose

the nature of the convictions to BellSouth at that time. In the alternative, Neutral Tandem 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 Neutral Tandem employees requiring access to a BellSouth Premises pursuant to this Attachment, Neutral Tandem 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, Neutral Tandem shall promptly remove from the BellSouth Premises any employee of Neutral Tandem that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Neutral Tandem is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Neutral Tandem's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Neutral Tandem's Security representative of such interview. Neutral Tandem and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Neutral Tandem's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Neutral Tandem for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Neutral Tandem's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Neutral Tandem for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Neutral Tandem's employees, agents, suppliers, or Guests and where Neutral Tandem agrees, in good faith, with the results of such investigation. Neutral Tandem shall notify BellSouth in writing immediately in the event that Neutral Tandem discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Neutral Tandem shall hold BellSouth harmless for any damages resulting from such removal of Neutral Tandem's personnel from a BellSouth Premises.

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

13 Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for Neutral Tandem's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Neutral Tandem'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 Neutral Tandem, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Neutral Tandem may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Neutral Tandem's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Neutral Tandem's expense. Where allowed and where practical, Neutral Tandem may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Neutral Tandem shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Neutral Tandem's permitted use, until such Collocation Space is fully repaired and restored and Neutral Tandem's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Neutral Tandem has placed an Adjacent Arrangement pursuant to Section 3.4 above, Neutral Tandem

shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

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

15 Nonexclusivity

- 15.1 Neutral Tandem understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve 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 Neutral Tandem 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 Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Neutral Tandem shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Neutral Tandem should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Neutral Tandem to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Neutral Tandem will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by Neutral Tandem when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Neutral Tandem space with proper notification. BellSouth reserves the right to stop any Neutral Tandem work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Neutral Tandem are owned by and considered the property of Neutral Tandem. Neutral Tandem 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 Neutral Tandem or different hazardous materials used by Neutral Tandem at a BellSouth Premises. Neutral Tandem must demonstrate adequate emergency response capabilities for the materials used by Neutral Tandem or remaining at a BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Neutral Tandem to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Neutral Tandem 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 Neutral Tandem will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Neutral Tandem must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Neutral Tandem shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. **Categories for Consideration of Environmental Issues**

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Neutral Tandem 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. Neutral Tandem further agrees to cooperate with BellSouth to ensure that Neutral Tandem's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by Neutral Tandem, its employees, agents, suppliers, and/or Guests.

2.2 The most current version of the reference documentation must be requested from

Neutral Tandem’s BellSouth Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth’s Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state and federal laws and regulations Performance of services in accordance with BST’s environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O

		(OSHA Standard)
Janitorial service	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 RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. Definitions

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 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. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. Acronyms

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

BST – BellSouth Telecommunications

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

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

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

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

RESALE DISCOUNTS & RATES - Alabama											Att: 1 Exh: D						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
													Rec	Nonrecurring		Nonrecurring Disconnect	
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
RESALE APPLICABLE DISCOUNTS																	
	Residence %					16.30											
	Business %					16.30											
	CSAs %					16.30											
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECE	3.50	0.00	3.50	0.00								
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00								
ODUF/EODUF SERVICES																	
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message					0.000011											
	ODUF: Message Processing, per message					0.004101											
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67											
	ODUF: Data Transmission (CONNECT-DIRECT), per message					0.000094											
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
	EODUF: Message Processing, per message					0.22											
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.70	84.70	14.11	14.11								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00										
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00										
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00										
	Loading of DA per Switch per OCN					16.00	16.00										
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00										
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00										
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00										
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
	Loading of OA per OCN (Regional)					1,200.00	1,200.00										

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
													OSS Rates(\$)	
Rec	Nonrecurring		Nonrecurring Disconnect											
	First	Add'l	First	Add'l	SOME C	SOMAN	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: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm														
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"														
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.														
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.														
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C	3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN	15.66	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE														
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP	200.00								
ORDER MODIFICATION CHARGE														
	Order Modification Charge (OMC)					35.13	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)					150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP														
2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.58	37.81	17.56	23.49	5.30				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.05	37.81	17.56	23.49	5.30				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	34.34	37.81	17.56	23.49	5.30				
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88						
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00						
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85						
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09							

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)					
							First	Add'l	First							Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.44														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30											
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.81	17.56	23.49	5.30											
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.15	8.15													
	2-WIRE UNBUNDLED COPPER LOOP																				
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15											
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88													
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00													
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85													
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15													
	Unbundled Copper Loop - Non-Designed, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15											
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		34.14	15.10	21.25	4.15											
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.15	8.15													
	UNBUNDLED EXCHANGE ACCESS LOOP																				
	2-WIRE ANALOG VOICE GRADE LOOP																				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		5.59	5.59													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA	URES2		5.59	5.59													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36													
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10													
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		88.00	55.00													
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00													
	4-WIRE ANALOG VOICE GRADE LOOP																				
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50											
	4 Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50											
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		5.59	5.59													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		5.59	5.59													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36													
	2-WIRE ISDN DIGITAL GRADE LOOP																				
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54											
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54											
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16													
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44											

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates(\$)				
							First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44											
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44											
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40													
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44											
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44											
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40													
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																					
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73											
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73											
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40													
4-WIRE DS1 DIGITAL LOOP																					
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71											
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71											
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71											
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URES		5.59	5.59													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		5.59	5.59													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.05													
4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	26.09	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	26.09	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	26.09	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50											
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50											

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.90									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD	OCOSL		18.90									
	MAINTENANCE OF SERVICE															

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
							First	Add'l	First	Add'l										
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00												
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00												
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00												
LOOP MODIFICATION																				
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00												
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00												
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41												
SUB-LOOPS																				
Sub-Loop Distribution																				
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42													
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64													
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45													
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15													

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates(\$)				
							First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70											
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70											
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15													
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07											
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07											
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15													
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15													
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15													
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00													
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85													
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70											
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70											
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15													
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07											
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07											
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07											
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15													
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88													
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00													
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85													
	Unbundled Sub-Loop Modification																				
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10													
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10													
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11													
	Unbundled Network Terminating Wire (UNTW)																				
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01														
	Network Interface Device (NID)																				
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38													
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11													
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87													
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87													
	UNE OTHER, PROVISIONING ONLY - NO RATE																				
	Unbundled Contact Name, Provisioning Only - no rate			NTCD1, USL	UNECD	0.00	0.00														
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00														
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00														
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00														
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00														

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A		Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)								
													SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
LOOP MAKE-UP																					
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLV	20.00			20.00												
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP	21.00			21.00												
	Loop Makeup -With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ	0.59			0.59												
LINE SPLITTING																					
END USER ORDERING-CENTRAL OFFICE BASED																					
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61															
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83											
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83											
END USER ORDERING - REMOTE SITE LINE SPLITTING																					
UNBUNDLED EXCHANGE ACCESS LOOP																					
2-WIRE ANALOG VOICE GRADE LOOP																					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30											
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30											
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30											
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30											
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30											
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30											
PHYSICAL COLLOCATION																					
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44											
VIRTUAL COLLOCATION																					
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44											
UNBUNDLED DEDICATED TRANSPORT																					
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																					
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838															
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90											
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.008838															
	Interoffice Channel - 2-Wire VG. Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90											
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838															
	Interoffice Channel - 4 - Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90											
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.008838															
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90											
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.008838															
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90											
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.18															
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44											
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.09															
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46											
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.09															
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46											
UNBUNDLED DARK FIBER - Stand Alone or in Combination																					
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																					
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																					
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38															
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.08	451.52	263.94	119.49	83.58											
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38															
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58											

UNBUNDLED NETWORK ELEMENTS - Alabama										Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order	Svc Order	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	
							Submitted Elec per LSR	Submitted Monthly per LSR					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)		
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)													
Network Elements Used in Combinations													
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44			
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44			
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44			
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50			
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50			
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50			
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54			
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54			
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54			
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50			
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50			
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50			
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50			
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50			
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50			
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71			
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71			
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71			
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38							
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58			
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	8.38							
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	319.83	451.52	263.94	119.49	83.58			
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838							
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90			
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838							
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90			
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838							
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90			
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838							
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90			
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18							
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44			
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09							
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46			
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.09							
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TF5	701.37	278.75	162.76	60.20	58.46			
ADDITIONAL NETWORK ELEMENTS													
Optional Features & Functions:													
	Clear Channel Capability Extended Frame Option - per DS1		i	U1TD1, ULDD1, UNC1X	CCOEF		0.00						
	Clear Channel Capability Super Frame Option - per DS1		i	U1TD1, ULDD1, UNC1X	CCOSF		0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		i	U1TD1, ULDD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741			
	C-bit Parity Option - Subsequent Activity - per DS3		i	U1TD3, ULDD3, UE3, UNC3X	NRCCC3		219.13	7.67	0.7355	0.00			
	DS1/DS0 Channel System			UNC1X	MQ1		107.19	91.04	62.57	10.54	9.79		
	DS3/DS1 Channel System			UNC3X, UNC3X	MQ3		176.20	178.14	93.97	33.26	31.83		
	Voice Grade COCI in combination			UNCVX	1D1VG		0.56	6.58	4.72				
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG		0.56	6.58	4.72				
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG		0.56	6.58	4.72				
	OCU-DP COCI (2.4-64Kbps) in combination			UNCDX	1D1DD		2.41	6.58	4.72				
	OCU-DP COCI (2.4-64Kbps) - for Unbundled Digital Loop			UDL	1D1DD		2.41	6.58	4.72				
	OCU-DP COCI (2.4-64Kbps) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD		2.41	6.58	4.72				
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1GA		1.19	6.58	4.72				

UNBUNDLED NETWORK ELEMENTS - Alabama																
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	Att: 2 Exh: A			
													OSS Rates(\$)			
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.19	6.58	4.72								
	DS1 COCI in combination			UNC1X	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for DS1 Local Loop			USL, NTC01	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCXX	UNCCC		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)		i	U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet		i	U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59								
Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						1.48		1.84							
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38						
	DS1 DCS Termination with DS1 Switching					9.94	18.47	12.58	12.21	8.96						
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	15.77										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement		i	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		i	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16								
	NRC - Order Coordination Specific Time - Dedicated Transport		i	UNC1X, UNC3X	OCOSR		18.93	18.93								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.58	4.72								
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.58	4.72								
	Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1LSXX	0.008838										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama										Att: 2 Exh: A											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect								OSS Rates(\$)				
							First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50											
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50											
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50											
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50											
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50											
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50											
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50											
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50											
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50											
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	79.77	52.88	10.54											
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	79.77	52.88	10.54											
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	79.77	52.88	10.54											
	Commingled DS1 COCI			XDH1X	UC1D1	13.47	6.58	4.72													
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44											
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18															
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.19	91.04	62.57	10.54	9.79											
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71											
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71											
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71											
	Commingled DS3 Local Loop			HFOC6	UE3PX	308.08	451.52	263.94	119.49	83.58											
	Commingled DS3/STS-1 Local Loop Mileage			HFOC6, HFRST	1L5ND	8.38															
	Commingled STS-1 Local Loop			HFRST	UDLS1	319.83	451.52	263.94	119.49	83.58											
	Commingled DS3/DS1 Channel System			HFOC6	MQ3	176.20	178.14	93.97	33.26	31.83											
	Commingled DS3 Interoffice Channel			HFOC6	U1TF3	703.52	278.75	162.76	60.20	58.46											
	Commingled DS3 Interoffice Channel Mileage			HFOC6	1L5XX	4.09															
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	701.37	278.75	162.76	60.20	58.46											
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09															
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	22.34															
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		639.09	137.87	317.06	197.66											
	UNE to Commingled Conversion Tracking			XDH1X, HFOC6	CMGUN	0.00	0.00	0.00	0.00	0.00											
	SPA to Commingled Conversion Tracking			XDH1X, HFOC6	CMGSP	0.00	0.00	0.00	0.00	0.00											
LNP Query Service																					
	LNP Charge Per query					0.000757															
	LNP Service Establishment Manual						12.52		11.51												
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74											
911 PBX LOCATE																					
911 PBX LOCATE DATABASE CAPABILITY																					
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00														
	Changes to TN Range or Customer Profile			9PBDC	9PBTD		181.44														
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07															
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60														
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.33															
	Service Order Charge			9PBDC	9PBSC		15.66														
911 PBX LOCATE TRANSPORT COMPONENT																					
See Att 3																					
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																					

LOCAL INTERCONNECTION - Alabama										Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)														
	Tandem Intermediary Charge, per MOU*														
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.12							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.12							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU														
	Common Transport - Facilities Termination Per MOU														
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72							
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.															
SIGNALING (CCS7)															
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83									
	CCS7 Signaling Usage, Per TCAP Message					0.0000569									
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44					

LOCAL INTERCONNECTION - Alabama											Att: 3 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Usage, Per ISUP Message					0.0000142bk									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44					

COLLOCATION - Alabama										Att: 4 Exh: B		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)				
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA	1,879.48			0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA	1,566.60			0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	584.22										
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	742.15										
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	594.41			1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	833.47			1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1	1,058.00			1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ	2,410.00			1.21							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.22										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	140.99										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	156.33										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	15.34										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.62										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	88.86										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	600.71										
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,075.17										
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.83										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	4.91										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	9.84										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	14.74										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	34.06										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNCX, UEA, UCL, UAL, UHL, UDN, UNCVCX	PE1P2	0.03	12.30	11.80	6.03	5.44						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVCX, UNCOX, UCL, UDL	PE1P4	0.05	12.39	11.87	6.39	5.73						
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSA, UEPSD, USL, UEPEX, UEPEX	PE1P1	1.11	22.03	15.93	6.40	5.79						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPEX, UEPSR, UEPSB, UEPSA, UEPSD	PE1P3	14.16	20.89	15.20	7.38	5.92						

COLLOCATION - Alabama										Att: 4 Exh: B													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l											
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
														First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92													
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	4.99	25.55	19.86	9.71	8.25													
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011																	
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0016																	
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEP2C	PE1R2	0.03	12.30	11.80	6.03	5.44													
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.05	12.39	11.87	6.39	5.73													
Security																							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.93	10.73															
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.05	13.86															
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.17	16.98															
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70																	
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05	27.79																
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79																
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78																
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10																
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10																
CFA																							
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.56																
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																							
	Physical Collocation - Cable Records, per request			CLO	PE1CR		759.29	488.11	133.00														
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		326.92		189.12														
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CQ		4.81		5.90														
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.25		2.78														
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.88		9.66														
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13														
	Physical Collocation, Cable Records, CA15/RJ45			CLO	PE1C5		2.25		2.76														
Virtual to Physical																							
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSQ Circuit			CLO	PE1BO		33.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00																

COLLOCATION - Alabama											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l		SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.44								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.44								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.62								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.62								
Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION															
Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15								
Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22									
Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.16	20.89	15.20	7.38	5.92					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSP, UEPSR, UEPC2	VE1R2	0.03	12.30	11.80	6.03	5.44					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73					

COLLOCATION - Alabama																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)					
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	77.56												
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																		
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	759.29		488.11										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	326.92												
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	4.81		5.90										
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VE1BD	2.25		2.76										
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE1BE	7.88		9.66										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	84.49		77.13										
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5	2.25		2.76										
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	16.93		10.73										
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	22.05		13.86										
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	27.17		16.98										
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX	27.93		10.73										
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	36.47		13.86										
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM	45.02		16.98										
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	859.71		22.49										
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97												
COLLOCATION IN THE REMOTE SITE																		
Physical Remote Site Collocation																		
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	307.70		168.22										
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42												
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	13.10												
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	115.87												
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			CLORS	PE1RE	37.56												
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR	233.38												
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT	16.93		10.73										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT	22.05		13.86										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT	27.17		16.98										
Adjacent Remote Site Collocation	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU	755.62		755.62										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27												
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																		
Virtual Remote Site Collocation																		
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB	307.70		307.70		168.22		168.22						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42												
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	115.87		115.87										
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VE1RS	VE1RL	37.56		37.56										

COLLOCATION - Alabama													Att: 4 Exh: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
ADJACENT COLLOCATION																						
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14																
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41																
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL,UAL,UHL,UDN	PE1JE	0.02	12.30	11.80	6.03	5.44												
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73												
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79												
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92												
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92												
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25												
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51													
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91																
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84																
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74																
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06																
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)																					
	Note: ICB means Individual Case Basis																					